



AGENDA

MOBILE CITY COUNCIL MEETING

Tuesday, June 2, 2020, 10:30 AM

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

Request of Minister Tony Pope for a waiver of the Noise Ordinance on June 6, 13, 20 & 27, at Joe Bailey Park from 12:00-5:00 p.m. (District 5).

Request of Minister Tony Pope for a waiver of the Noise Ordinance on June 6, 13, 20 & 27, from 12:00-5:00 p.m., at the corner of Halls Mill Road and McVay Drive (District 3).

Request of Alisha Whitfield, 6520 Queensborough Court, for a waiver of the Noise Ordinance on June 6, 2020, from 5:00-6:30 p.m. (District 7).

10. PUBLIC HEARINGS

Public hearing to declare the structure at 2056 General Gorgas Drive N. a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 354 Dunbar Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 661 Patton Avenue a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1255 Persimmon Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1312 Charmaine Circle N. a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 1413 Windsor Avenue a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 3608 Kent Road a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 560 Mohawk Street a public nuisance and order it demolished (District 5).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Dr. Sharon Ingram

12. RESOLUTIONS HELD OVER

01-365 Authorize agreement with the Alabama Department of Transportation for Government Street Congestion Management, \$1,372,714.00 (sponsored by Mayor Stimpson & Councilmember Manzie) (submitted by Jennifer White, Traffic Engineering Department).

01-367 Authorize amended agreement with Alabama Power Co. and SMG for Storm Staging Site at Civic Center (sponsored by Mayor Stimpson) (submitted by Michelle Melton, REAM).

01-368 Authorize temporary site use agreement with Alabama Power Company for use of the parking lots at Matthews Park for storm staging following a hurricane or other weather-related event (sponsored by Mayor Stimpson) (submitted by Michelle Melton, REAM).

08-369 Approve Item-Based Bid from Sunbelt Fire and Ritz Safety for Fire Department gas detection equipment (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-370 Approve item based bid from Graybar Electric Co., Inc., for pole breakaway supports (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-371 Approve Item Based Bid Award for Large Truck Oil Change Services to Ward International Trucks LLC (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-372 Approve purchase order to CDW Government LLC for computers for Hurtel St. Computer Lab, \$15,476.63 (sponsored by Mayor Stimpson)

(submitted by John Paine, Purchasing Department).

08-373 Approve purchase order to Graybar Electric Co. LLC for 48 LED street light fixtures, \$39,328.32 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-374 Approve purchase order to Gladiator Forensics LLC for annual licenses for wireless network forensic software products, \$15,300.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-375 Approve purchase order to CDW Government LLC for drone, accessories & software, \$25,799.60 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-376 Approve purchase order to Vermeer Southeast Sales and Service Inc. for trencher, \$17,290.77 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-377 Approve purchase order to Toter LLC for 588 trash containers, \$27,572.01 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-378 Approve purchase order to Toter LLC for replacement trash containers, lids and parts, \$74,725.80 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-379 Approve purchase order to Autonation Ford Mobile for four pickup trucks, \$112,612.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-380 Approve purchase order to Autonation Ford for one pickup truck, \$29,640.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-381 Approve purchase order to Autonation Ford for two 2020 Ford Pickup Trucks, \$53,181.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-382 Approve purchase Order to Ward International Trucks LLC for four trash shuttle trucks, \$399,596.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-383 Approve purchase order to Graybar Electric Co. Inc. for aluminum roadway lighting poles for Tiger/Broad Street Project, \$228,327.02 (sponsored by Mayor Stimpson & Councilmember Manzie) (submitted by John Paine, Purchasing Department).

21-384 Authorize contract with The Atlantic Group LLC for GIS Mapping Services, \$50,192.95 (sponsored by Mayor Stimpson) (submitted by Pat

Creamer, GIS Department).

21-385 Authorize contract with Southern Earth Sciences, Inc. for groundwater monitoring for Bates C & D Landfill, \$18,500.00 (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Engineering Department)

31-387 Authorize grant application to the National Fish and Wildlife Foundation for replacement of bridge on SR 163 over Perch Creek \$3,000,000 (pass-through grant) (sponsored by Mayor Stimpson) (submitted by Jennifer Greene & Nick Amberger).

60-388 Approve recommendation to sell 320 Dauphin Street (sponsored by Mayor Stimpson & Councilmember Manzie) (submitted by Carleen Stout-Clark & Michelle Melton, Real Estate Department).

60-389 Resolution to urge the Mobile Legislative Delegation to propose and support legislation to allow "no excuse" absentee voting (sponsored by Councilmembers Manzie, Richardson & Small).

13. CONSENT RESOLUTIONS BEING INTRODUCED

01-390 Authorize transfer of property agreement with the Africatown Community Development Corporation for the Africatown Welcome Center (sponsored by Councilmember Small & Mayor Stimpson) (submitted by Michelle Melton, REAM Department).

03-391 Re-appoint John Pritchett to the Mobile Civic Center Advisory Board (sponsored by Councilmember Rich) (submitted by Lisa C. Lambert, City Clerk).

40-392 Declare the structure at 2056 General Gorgas Drive N. a public nuisance and order it demolished (sponsored by Councilmember Richardson).

40-393 Declare the structure at 354 Dunbar Street a public nuisance and order it demolished (sponsored by Councilmember Manzie).

40-394 Declare the structure at 661 Patton Avenue a public nuisance and order it demolished (sponsored by Councilmember Manzie).

40-395 Declare the structure at 1255 Persimmon Street a public nuisance and order it demolished (sponsored by Councilmember Manzie).

40-396 Declare the structure at 1312 Charmaine Circle N. a public nuisance and order it demolished (sponsored by Councilmember Small).

40-397 Declare the structure at 1413 Windsor Avenue a public nuisance and order it demolished (sponsored by Councilmember Small).

40-398 Declare the structure at 3608 Kent Road a public nuisance and order it demolished (sponsored by Councilmember Small).

40-399 Declare the structure at 560 Mohawk Street a public nuisance and order it demolished (sponsored by Councilmember Daves).

46-400 Honorarily re-name Jefferson Street, between Savannah Street and Selma Street, "Marion A. Harris Way" (sponsored by Councilmember Manzie) (submitted by Lisa C. Lambert, City Clerk).

14. CIP RESOLUTIONS BEING INTRODUCED

21-401 Authorize contract with C. Thornton, Inc. for Eslava Creek Drainage Improvements, \$1,583,121.40 (sponsored by Councilmember Daves) (submitted by Nick Amberger, Engineering Department).

21-402 Authorize contract with Espalier, LLC for Mims Park - Synthetic Turf Athletic Field A, \$80,385.00 (sponsored by Councilmember Williams) (submitted by Kimberly Harden, Director of Architectural Engineering Department).

15. RESOLUTIONS BEING INTRODUCED

08-403 Approve Item Based Bid for swimming pool furniture with Leslie's Poolmart, Inc. (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-404 Approve purchase order to Florida Transcor Inc. for roadway striping themoplastic pre-melter trailer package, \$59,500.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-405 Approve purchase order to Sansom Equipment Co Inc. for six 18 foot trash trailers, \$188,916.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

09-406 Allocate Storm Water Fee Funds to the McNally Park Dredging Project, \$380,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

31-407 Authorize grant application to the CLG Grant Program funded by the Alabama Historical Commission (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

60-408 Approve settlement agreement and release of claims -Shauntasia Bracy (sponsored by Mayor Stimpson) (submitted by Ricardo Woods).

16. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

5/21/2020 - 1:51
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

5/21/2020 - 2:02
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

5/28/2020 - 1:19
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council member Fredrick Richardson, Jr. - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Renewal Date of Contract:

6/2/2020

Funding Source

Project # 2056 General Gorgas Drive N - ME-280-19 **Discretionary Funds** N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	5/27/2020 - 1:43 PM
City Clerk	Merchant, Mary Ann	Approved	5/28/2020 - 12:20 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council member - Levon C. Manzie - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Effective Date of Contract:

6/2/2020

Funding Source

Project # 354 Dunbar Street - ME-250-19

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

Budget Amendment REDUCE N/A INCREASE N/A

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	5/27/2020 - 1:45 PM
City Clerk	Merchant, Mary Ann	Approved	5/28/2020 - 12:21 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Levon C. Manzie - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

6/2/2020

Funding Source

Project # 661 Patton Avenue - ME-256-19

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	5/27/2020 - 1:54 PM
City Clerk	Merchant, Mary Ann	Approved	5/28/2020 - 12:21 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Levon C. Manzie - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

6/2/2020

Funding Source

Project # 1255 Persimmon Street - ME-257-19

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	5/27/2020 - 1:30 PM
City Clerk	Merchant, Mary Ann	Approved	5/28/2020 - 12:20 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council member C. J. Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

6/2/2020

Funding Source

Project # 1312 Charmaine Circle N - ME-007-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	5/27/2020 - 1:32 PM
City Clerk	Merchant, Mary Ann	Approved	5/28/2020 - 12:20 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember C. J. Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

6/2/2020

Funding Source

Project # 1413 Windsor Avenue - ME-076-18

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	5/27/2020 - 1:40 PM
City Clerk	Merchant, Mary Ann	Approved	5/28/2020 - 12:20 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council member - C. J. Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

6/2/2020

Funding Source

Project # 3608 Kent Road - ME-002-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Rejected	5/27/2020 - 12:59 PM
Municipal Enforcement	Davis, Miranda	Approved	5/27/2020 - 2:10 PM
Municipal Enforcement	Daughenbaugh, David	Approved	5/27/2020 - 3:37 PM
City Clerk	Merchant, Mary Ann	Approved	5/28/2020 - 12:21 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council member - Joel Daves - District 5

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

6/2/2020

Funding Source

Project # 560 Mohawk Street - ME-010-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	5/27/2020 - 1:53 PM
City Clerk	Merchant, Mary Ann	Approved	5/28/2020 - 12:21 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

5/28/2020 - 1:16
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

Jennifer White, Traffic Engineering

Sponsored by:

Mayor William S. Stimpson and Councilmember Levon Manzie

Purpose and Scope of Project:

Funding agreement between the State of Alabama and the City of Mobile for STP funds for the construction of the Government Street Congestion Management project. It is essential to Government operations to move the project forward with and adhere to deadlines associated with STP funding. This is a necessary essential function of the Council with regard to Public Works (Infrastructure)

Amount of Contract:

1,372,714.00

Effective Date of Contract:

6/14/2020

Funding Source

Project # Government Street Congestion
Management Project STPMB-HSIP-0016(525)

Discretionary Funds

Project String 5001500193030

Contract Number:G-STPMB-16

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

Grant Funds 1,258,430.00

Matching Funds 114,284.00

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
Traffic Engineering White, Jennifer	Approved	5/15/2020 - 5:01 PM

Accounting Daniels, Bettye

Approved

5/21/2020 - 3:15
PM

Legal Kern, Chris

Approved

5/21/2020 - 4:12
PM

Legal Kern, Chris

Approved

5/21/2020 - 4:12
PM

Mayors
Office Wesch, Paul

Approved

5/22/2020 - 9:13
AM

**AMENDMENT TO CONTRACT BETWEEN CITY OF MOBILE, SMG AND
ALABAMA POWER**

This Amendment is made and effective on this ____ day of _____, 2020, by and between the City of Mobile ("CoM"), SMG as agent for CoM, and Alabama Power Company ("APC"), as follows:

WHEREAS: On or about July 20, 2018 the parties hereto entered into that certain contract regarding APC's use of identified CoM premises for purposes of a staging area for APC personnel and equipment for repairing storm damage, and subsequently entered into an Addendum thereto (hereinafter "Contract," incorporated herein and attached hereto as Exhibit A); and

WHEREAS: By that certain Amendment dated 2018, the term of the contract was extended until the date April 30, 2020; and

WHEREAS: The extended term of the Contract is to expire by its terms on April 30, 2020; and

WHEREAS: CoM finds and concludes that the extension of the Contract through April 30, 2020, shall serve the public health, safety and welfare; and

WHEREAS: The parties now wish to, and by this Amendment do extend the term of the Contract through April 30, 2021.

NOW, THEREFORE, the parties agree as follows:

1. The term of the Contract is hereby extended through and including April 30, 2021.
2. Any provision in the Contract or any prior extension or renewal thereof, to the contrary notwithstanding, CoM shall have the right, at its sole discretion, to terminate

the contract at any time without penalty to CoM by giving APC thirty (30) days',
advance, written notice of such termination.

3. The parties hereby ratify and reaffirm all other terms and conditions of the Contract,
and acknowledge and agree that the same shall remain in full force and effect through
the extended term of the Contract.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by
their respective and duly authorized agents, as follows:

The City of Mobile

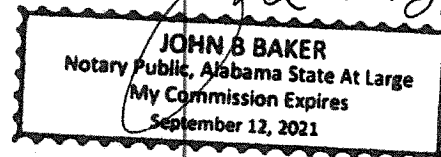
By: _____
As Mayor of the City of Mobile

SMG, as agent for the City of Mobile

By: _____
As its: *GENERAL MANAGER*
5/20/2020

Alabama Power Company

By: _____
As its: _____



0.1-532

2018

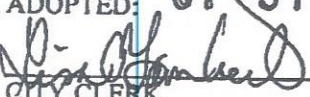
RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA,
that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and
attest, respectively, for and on behalf of the City of Mobile, an Agreement between the City of
Mobile, SMG, and Alabama Power Company for the use of identified City of Mobile premises
for purposes of a staging area for personnel and equipment for repairing storm damage. A copy
of said agreement is on file in the office of the City Clerk.

ADOPTED:

07-31-18


CITY CLERK

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

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

Agreement:

1. The City of Mobile agrees to provide Alabama Power with emergency access to premises for storm recovery operations affecting Mobile County, Alabama, and/or the immediately surround areas. The exact extent of the premises to be used will be determined n aa case by case basis. Preliminary access may also be provided during hurricane watch and warning periods when such requests are made by Alabama Power and when such requests do not interfere with existing operations.
2. The City of Mobile agrees to provide current contact information for key staff members to Alabama Power. Alabama Power may elect to provide key City of Mobile staff members with communication devices to ensure ease of contact in the event of emergency.
3. To facilitate access once Alabama Power has been allowed to begin operations on site, Alabama Power will provide a designated Alabama Power liaison to answer any questions which may arise. During its period of use, Alabama Power will provide all supplies used by it or its agents.
4. Alabama Power agrees to have a designated liaison on the premises on a 24-hour basis whenever using the facilities under the terms of this agreement. The liaison must be regularly identified to key City of Mobile staff. Said liaison shall have full authority to take any and all actions required under this agreement.
5. Alabama Power agrees to provide daily clean-up of all areas used. Alabama Power agrees to return all used areas to original condition upon conclusion of its use. Alabama Power agrees to repair any damage to the premises.
6. Alabama Power agrees to pay for the use of the premises as listed in the basis of charges in Attachment One.

7. Alabama Power agrees that its use of the facilities must not interfere with the normal operations of the facility. To the extent reasonably possible, the City of Mobile agrees to work with Alabama Power in providing alternative on-grounds sites to accommodate relocation of Alabama Power activities to comply with this provision. Alabama Power agrees to comply with this provision and immediately vacate and restore any space previously contractually committed by the City of Mobile. Notice of such requirement shall be made by orally notifying the Alabama Power liaison on premises, which said liaison shall have authority to immediately comply.
8. The City of Mobile recognizes and agrees that Alabama Power Company is self insured for the initial five (5) million dollars of liability coverage. An "Evidence of Insurance" letter shall be provided to the City of Mobile by the appropriate representative of Alabama Power Company certifying all insurance coverages.
9. Alabama Power further agrees to indemnify the City of Mobile from any and all claims made by any party as a result of the use of the facilities by Alabama Power, and to hold the City of Mobile harmless from all claims or causes of action whatsoever.
10. This contract will be effective through April 30, 2020; provided however, that Alabama Power shall occupy and use the Premises only during events of emergency electric service outages in the Mobile Area ("Event"). Events shall be only at and during such times as requested and approved according the terms of this Agreement, if available.

DATED THIS 31st day of July, 2018.

The City of Mobile

By: W. H. Stinson
Its Mayor

Alabama Power Company

By: E. J. Byrnie
Its DISTRIBUTION SUPPORT MANAGER

ATTEST: [Signature]
City Clerk

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

THIS INDENTURE, made and entered this 20th day of July, 2018, by and between SMG and the CITY OF MOBILE, a municipal corporation of the State of Alabama, through its General Manager or his designated authority, hereinafter called the LESSOR, and:

FIRM NAME: Alabama Power Company
CONTACT PERSON: Mr. Eric L. Boykin, Division Support Manager
ADDRESS: 150 St. Joseph Street
Mobile, Alabama 36602
TELEPHONE NUMBER: (251) 649-2441
FEDERAL ID NUMBER:

Hereinafter called the LESSEE:

WITNESSETH, that in consideration of the covenants and agreement herein expressed and of the faithful performance of all such covenants and agreements, LESSOR does hereby devise and lease unto LESSEE and LESSEE does hereby rent and take as LESSEE, the following municipal facilities of the City of Mobile, Alabama, to be used for the purpose of

(Describe purpose in Detail): Staging Area for Alabama Power personnel & equipment for repairing storm damage.

TERM: This contract will be effective July 20, 2018 through April 30, 2020; provided however, that LESSEE shall occupy and use the Premises only during events of emergency electric service outages in the Mobile Area ("Event"). Events shall be only at and during such times as requested and approved according to the terms of this Agreement, if available.

FACILITIES: (Including the necessary entrances, lobbies, exits, parking area, and sidewalks): Mobile Civic Center Arena, Expo Hall and or Theater, based on availability.

and for no other purpose whatsoever with the express written consent of the LESSOR endorsed on this Rental Contract agreement for the term (based on availability).

IT IS MUTUALLY AGREED between the parties as follows:

1. RENTAL

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

DAILY RENTAL: See attached Schedule A.

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

BALANCE DUE: 30 days net from billing

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

LESSEE further agrees to do the following:

To pay said LESSOR on demand any sum which may be due to said LESSOR for rental services, accommodations, or materials furnished or lent to said LESSEE and expenses associated herewith, as stated herein. Payment of any sum demanded by LESSOR must be made no later than twelve (12) hours from the time sum is demanded. The failure to make payment within that time frame shall result in the cancellation of this Agreement, at LESSOR's sole discretion.

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

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

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

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

LESSEE HEREBY COVENANTS AND AGREES to pay for all personnel, services, equipment, and materials required for the purpose. **UTILITY SURCHARGE: (included)**

3. SUBSEQUENT REQUESTS BY LESSEE

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

4. COMPLIANCE WITH LAWS

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

5. ACCEPTANCE OF SAID PREMISES

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

6. VACANCY

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

7. USE OF REMAINDER OF PREMISES

LESSEE understands and agrees that during the term of this lease, LESSOR may use or permit to be used, or cause to be used for other LESSEES any portion of the premises not leased to LESSEE. LESSEE agrees that neither it, nor its agents, employees, or contractors, shall interfere

in any way with the ordinary use by others of any portion of the premises not covered by this Rental Agreement.

8. **CONTROL OF PREMISES**

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

9. **UTILITIES**

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

10. **INDEMNITY**

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

11. **INSURANCE**

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

12. **HAZARDS**

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

13. **DISASTERS**

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

14. **FORCE MAJEUR**

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

15. **CANCELLATION**

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

16. **CAPACITY, INGRESS, EGRESS, ETC.**

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

LESSEE agrees that no portion of the sidewalks, entries, vestibules, halls, stairways, or access to public utilities of said building shall be obstructed by LESSEE, or used for any purpose other than for egress or ingress to or from premises. The doors, skylights, stairways, openings that reflect or admit light, into any place in the building, including hallways, stairways, corridors,

passages, also house lighting attachments, shall not be covered or obstructed by LESSEE. Water closets or other water apparatus shall not be used for any purpose other than that for which they were intended and no sweepings, rubbish, rags, papers, or other substance shall be thrown therein.

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

17. **OBJECTIONABLE PERSONS**

LESSOR reserves the right to remove from the premises any person or persons deemed by it to be objectionable, and upon exercise of this right by LESSOR, LESSEE waives any and all claims for damages against LESSOR.

18. **INFLAMMABLE LIQUIDS, ETC.**

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

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

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

19. **ALCOHOLIC BEVERAGES**

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

20. **DAMAGE TO PROPERTY**

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

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

21. **POSTING OF ADVERTISING**

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

LESSEE further agrees to take down and remove forthwith all signs, advertisements, show bills, lithographs, posters or cards of any description objected to by LESSOR, or its representative.

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

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

23. **ATTORNEY'S FEES**

LESSEE agrees to pay all costs and expenses, including a reasonable attorney's fee, incurred by

LESSOR in collecting or attempting to collect any rental or service charge that becomes past due or in enforcing or attempting to enforce any of the terms and conditions of this Rental Contract.

24. **IMPROPER LODGING**

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

25. **ASSIGNMENT OF RIGHTS**

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

26. **WAIVER OF CLAIMS**

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

27. **EXCULPATORY CLAUSE**

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

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

28. **MATTERS NOT COVERED**

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

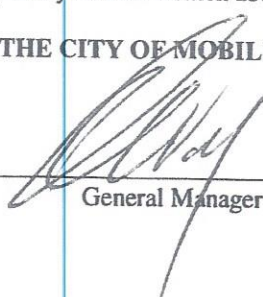
IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO:

That all terms and conditions of this written Rental Contract shall be binding upon the parties, their heirs and assigns, and cannot be varied or waived by any oral representatives or promise of any agent or other person of the parties hereunto unless the same be in writing and mutually signed the duly authorized agents or agents who executed this Rental Contract.

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

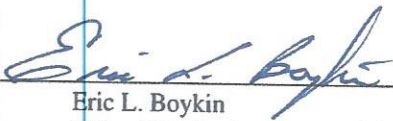
SMG AND THE CITY OF MOBILE, AS LESSOR

BY ITS:


General Manager

7/20/18
Date

ALABAMA POWER COMPANY, AS LESSEE

BY ITS: 
Eric L. Boykin
Title: Distribution Support Manager

Date 7/20/18

ATTEST:

NOTARY PUBLIC

WITNESS:

Date _____

ADDENDUM TO AGREEMENT

THIS ADDENDUM TO AGREEMENT (this "Addendum") is dated July 29, 2018 between SMG, as agent for the City of Mobile, a municipal corporation of the State of Alabama, through its General Manager ("Licensor"), and Alabama Power Company ("Licensee").

BACKGROUND

SMG and Licensee are parties to a certain Mobile Civic Center Contract Number _____ dated July 29, 2018 (the "Original Agreement"), whereby SMG has granted to Licensee the right to use the Mobile Civic Center ("Facility") for a staging area (collectively, the "Event") on the terms and subject to the conditions set forth in the Original Agreement. SMG and Licensee desire to modify the Original Agreement to address more specifically certain obligations of the parties.

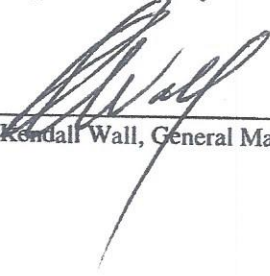
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties' respective signatures below, and in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Modifications to Original Agreement. Effective as of the date of the Original Agreement, the Original Agreement is modified to add the following provisions:
Notwithstanding anything to the contrary contained in the Original Agreement, the parties hereto hereby acknowledge and agree as follows:
 - (1) At least four weeks prior to the first Event, Licensee shall provide to SMG, for SMG's review (and/or the review of the City of any consultant or representative engaged by SMG), five (5) copies of a full and complete description of all set-up (including, without limitation, any staging, lighting, video boards, and/or rigging from or to the physical structure of the Facility or any fixture thereto required for the Event), electrical, communications systems, and plumbing work anticipated to be needed for the Event.
 - (2) Licensee shall be solely liable for any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "Losses") occurring at the Facility (whether within or without the Facility) caused to SMG, the owner of the Facility, and/or persons and/or property in, on, or near the Facility before, during, or after an Event, by any and all rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event. Licensee shall indemnify, defend, and hold harmless SMG and the owner of the Facility from any and all Losses arising out of or in connection with rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event.
 - (3) SMG may, at its election, accept delivery of property addressed to Licensee only as a service to Licensee, and Licensee will indemnify, defend, and hold harmless SMG for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. SMG assumes no responsibility whatsoever for any property placed in the Facility.

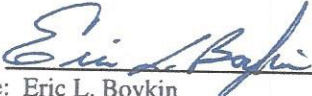
- (4) IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT NO OFFICER, DIRECTOR, EMPLOYEE, AGENT, REPRESENTATIVE, OR SALES PERSON OF EITHER PARTY HERETO, OR OF THE OWNER OF THE FACILITY OR ANY THIRD PARTY, HAS THE AUTHORITY TO MAKE, HAS MADE, OR WILL BE DEEMED TO HAVE MADE, ANY REPRESENTATION, WARRANTY, COVENANT, AGREEMENT, GUARANTEE, OR PROMISE WITH RESPECT TO THE FINANCIAL SUCCESS OR PERFORMANCE, AND/OR OTHER SUCCESS, OF THE EVENT. LICENSEE HEREBY ACKNOWLEDGES AND AGREES THAT ANY ASSESSMENT OF THE FINANCIAL SUCCESS OR PERFORMANCE, AND/OR OTHER SUCCESS, OF THE EVENT IS SOLELY THAT OF LICENSEE'S OWN DETERMINATION AND JUDGMENT.
- (5) Acts and Omissions of Third Parties. SMG shall not be liable in any way for any acts and/or omissions of any third party, including, without limitation, any ticket agency used by SMG in connection with the sale of tickets for any Event.
2. Effect of Addendum. Except as set forth in Section 1 hereof, the Original Agreement and all terms and conditions thereof shall remain unaltered and in full force and effect and are hereby ratified and confirmed in all respects, as hereinabove modified. In the event of any inconsistency between the terms of this Addendum and the Original Agreement, the terms of this Addendum shall control. Any reference in the Original Agreement or in any instrument, document or consideration executed or delivered pursuant to the Original Agreement to "this Agreement", "hereof", "hereto", and "hereunder" and similar references thereto shall be deemed and construed to be a reference to the Original Agreement, as modified by this Addendum.
3. Governing Law. This Addendum will be governed by and construed in accordance with the internal laws of the State of Alabama, without giving effect to otherwise applicable principles of conflicts of law.
4. Counterparts. This Addendum may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute but one and the same agreement.
5. Power and Authority. Each party hereby represents and warrants to the other that each has full legal right, power and authority to enter into this Addendum and to perform its obligations hereunder.

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

SMG, as agent for the City of Mobile, As Lessor

By: 
Name: Kendall Wall, General Manager

Alabama Power Company, As Lessee

By: 
Name: Eric L. Boykin
Title: Distribution Support Manager

**ADDENDUM
to Indenture Between
SMG and CITY OF MOBILE and
ALABAMA POWER COMPANY
For Lease of the
MOBILE CIVIC CENTER**

This Addendum, effective as of July 20, 2018, is to that Indenture, Contract No. _____, between SMG and the Mobile Civic Center (collectively, "Lessor") and Alabama Power Company ("Lessee") of the same date. Wherever the terms and conditions of this Addendum conflict with those of the Indenture, the terms of this Addendum shall govern. The Indenture, as modified by this Addendum, shall be referred to as the "Agreement". Lessor and Lessee hereby agree as follows:

1. The purpose of the Agreement is to enable Lessee to use the Civic Center facilities and premises from time to time for the purpose of housing and feeding work crews and to store equipment during periods of emergency electric service outages in the Mobile area (hereinafter "Event," for purposes of this and all other Addenda to the original contract no. _____ and of the said contract). The parties recognize and acknowledge that, notwithstanding any provision to the contrary in the Indenture, Lessee shall have the right during the term of this Agreement, upon written notice to Lessor, to utilize the whole or that part of the Civic Center as Lessee requires during the period it is performing restoration services. Lessee will give written notice to Lessor when its use of the Civic Center is no longer required. Lessee will be responsible for providing food, drinks and sleeping equipment to the work crews who are required by Lessee to use the facilities and premises.

2. Lessee agrees to comply with all applicable laws in its use of the Civic Center, and to indemnify and hold harmless Lessor from and against any liability, personal injury, property damage or claims arising out of Lessee's use of the facilities and premises.

3. Lessee agrees to provide evidence of insurance within thirty (30) days of the execution of this Agreement. Lessee is self-insured for the initial \$5 million of liability coverage.

Except as modified by this Addendum, all terms and conditions of the Indenture remain in full force and effect.

SMG, as agent for the CITY OF MOBILE, as LESSOR



General Manager

7/20/18

Date

ALABAMA POWER COMPANY, as LESSEE



Title: DISTRIBUTION SUPPORT MANAGER

7/20/18

Date

ALABAMA POWER COMPANY

SCHEDULE A

ARENA

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

THEATER (if used)

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

Plus Any Supporting Services and Utility Surcharges

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

RESOLUTION

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Amendment to Contract between City of Mobile, SMG, and Alabama Power Company, to use Civic Center, including the parking lots, for the purpose of a staging area for personnel and equipment for repairing storm damage and restoring power during emergency electric service outages in the Mobile area through April 30, 2021. A copy of said Amendment is on file in the office of the City Clerk.

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

Adopted:

City Clerk

0.1-532

2018

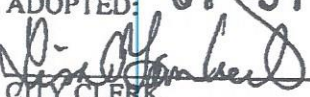
RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement between the City of Mobile, SMG, and Alabama Power Company for the use of identified City of Mobile premises for purposes of a staging area for personnel and equipment for repairing storm damage. A copy of said agreement is on file in the office of the City Clerk.

ADOPTED:

07-31-18


CITY CLERK

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

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

Agreement:

1. The City of Mobile agrees to provide Alabama Power with emergency access to premises for storm recovery operations affecting Mobile County, Alabama, and/or the immediately surround areas. The exact extent of the premises to be used will be determined n aa case by case basis. Preliminary access may also be provided during hurricane watch and warning periods when such requests are made by Alabama Power and when such requests do not interfere with existing operations.
2. The City of Mobile agrees to provide current contact information for key staff members to Alabama Power. Alabama Power may elect to provide key City of Mobile staff members with communication devices to ensure ease of contact in the event of emergency.
3. To facilitate access once Alabama Power has been allowed to begin operations on site, Alabama Power will provide a designated Alabama Power liaison to answer any questions which may arise. During its period of use, Alabama Power will provide all supplies used by it or its agents.
4. Alabama Power agrees to have a designated liaison on the premises on a 24-hour basis whenever using the facilities under the terms of this agreement. The liaison must be regularly identified to key City of Mobile staff. Said liaison shall have full authority to take any and all actions required under this agreement.
5. Alabama Power agrees to provide daily clean-up of all areas used. Alabama Power agrees to return all used areas to original condition upon conclusion of its use. Alabama Power agrees to repair any damage to the premises.
6. Alabama Power agrees to pay for the use of the premises as listed in the basis of charges in Attachment One.

7. Alabama Power agrees that its use of the facilities must not interfere with the normal operations of the facility. To the extent reasonably possible, the City of Mobile agrees to work with Alabama Power in providing alternative on-grounds sites to accommodate relocation of Alabama Power activities to comply with this provision. Alabama Power agrees to comply with this provision and immediately vacate and restore any space previously contractually committed by the City of Mobile. Notice of such requirement shall be made by orally notifying the Alabama Power liaison on premises, which said liaison shall have authority to immediately comply.
8. The City of Mobile recognizes and agrees that Alabama Power Company is self insured for the initial five (5) million dollars of liability coverage. An "Evidence of Insurance" letter shall be provided to the City of Mobile by the appropriate representative of Alabama Power Company certifying all insurance coverages.
9. Alabama Power further agrees to indemnify the City of Mobile from any and all claims made by any party as a result of the use of the facilities by Alabama Power, and to hold the City of Mobile harmless from all claims or causes of action whatsoever.
10. This contract will be effective through April 30, 2020; provided however, that Alabama Power shall occupy and use the Premises only during events of emergency electric service outages in the Mobile Area ("Event"). Events shall be only at and during such times as requested and approved according the terms of this Agreement, if available.

DATED THIS 31st day of July, 2018.

The City of Mobile

By: W. H. Stinson
Its mayor

Alabama Power Company

By: E. J. Byrnie
Its DISTRIBUTION SUPPORT MANAGER

ATTEST: [Signature]
City Clerk

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

THIS INDENTURE, made and entered this 20th day of July, 2018, by and between SMG and the CITY OF MOBILE, a municipal corporation of the State of Alabama, through its General Manager or his designated authority, hereinafter called the LESSOR, and:

FIRM NAME: Alabama Power Company
CONTACT PERSON: Mr. Eric L. Boykin, Division Support Manager
ADDRESS: 150 St. Joseph Street
Mobile, Alabama 36602
TELEPHONE NUMBER: (251) 649-2441
FEDERAL ID NUMBER:

Hereinafter called the LESSEE:

WITNESSETH, that in consideration of the covenants and agreement herein expressed and of the faithful performance of all such covenants and agreements, LESSOR does hereby devise and lease unto LESSEE and LESSEE does hereby rent and take as LESSEE, the following municipal facilities of the City of Mobile, Alabama, to be used for the purpose of

(Describe purpose in Detail): Staging Area for Alabama Power personnel & equipment for repairing storm damage.

TERM: This contract will be effective July 20, 2018 through April 30, 2020; provided however, that LESSEE shall occupy and use the Premises only during events of emergency electric service outages in the Mobile Area ("Event"). Events shall be only at and during such times as requested and approved according to the terms of this Agreement, if available.

FACILITIES: (Including the necessary entrances, lobbies, exits, parking area, and sidewalks): Mobile Civic Center Arena, Expo Hall and or Theater, based on availability.

and for no other purpose whatsoever with the express written consent of the LESSOR endorsed on this Rental Contract agreement for the term (based on availability).

IT IS MUTUALLY AGREED between the parties as follows:

1. RENTAL

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

DAILY RENTAL: See attached Schedule A.

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

BALANCE DUE: 30 days net from billing

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

LESSEE further agrees to do the following:

To pay said LESSOR on demand any sum which may be due to said LESSOR for rental services, accommodations, or materials furnished or lent to said LESSEE and expenses associated herewith, as stated herein. Payment of any sum demanded by LESSOR must be made no later than twelve (12) hours from the time sum is demanded. The failure to make payment within that time frame shall result in the cancellation of this Agreement, at LESSOR's sole discretion.

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

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

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

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

LESSEE HEREBY COVENANTS AND AGREES to pay for all personnel, services, equipment, and materials required for the purpose. **UTILITY SURCHARGE: (included)**

3. SUBSEQUENT REQUESTS BY LESSEE

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

4. COMPLIANCE WITH LAWS

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

5. ACCEPTANCE OF SAID PREMISES

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

6. VACANCY

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

7. USE OF REMAINDER OF PREMISES

LESSEE understands and agrees that during the term of this lease, LESSOR may use or permit to be used, or cause to be used for other LESSEES any portion of the premises not leased to LESSEE. LESSEE agrees that neither it, nor its agents, employees, or contractors, shall interfere

in any way with the ordinary use by others of any portion of the premises not covered by this Rental Agreement.

8. **CONTROL OF PREMISES**

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

9. **UTILITIES**

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

10. **INDEMNITY**

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

11. **INSURANCE**

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

12. **HAZARDS**

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

13. **DISASTERS**

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

14. **FORCE MAJEUR**

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

15. **CANCELLATION**

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

16. **CAPACITY, INGRESS, EGRESS, ETC.**

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

LESSEE agrees that no portion of the sidewalks, entries, vestibules, halls, stairways, or access to public utilities of said building shall be obstructed by LESSEE, or used for any purpose other than for egress or ingress to or from premises. The doors, skylights, stairways, openings that reflect or admit light, into any place in the building, including hallways, stairways, corridors,

passages, also house lighting attachments, shall not be covered or obstructed by LESSEE. Water closets or other water apparatus shall not be used for any purpose other than that for which they were intended and no sweepings, rubbish, rags, papers, or other substance shall be thrown therein.

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

17. **OBJECTIONABLE PERSONS**

LESSOR reserves the right to remove from the premises any person or persons deemed by it to be objectionable, and upon exercise of this right by LESSOR, LESSEE waives any and all claims for damages against LESSOR.

18. **INFLAMMABLE LIQUIDS, ETC.**

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

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

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

19. **ALCOHOLIC BEVERAGES**

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

20. **DAMAGE TO PROPERTY**

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

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

21. **POSTING OF ADVERTISING**

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

LESSEE further agrees to take down and remove forthwith all signs, advertisements, show bills, lithographs, posters or cards of any description objected to by LESSOR, or its representative.

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

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

23. **ATTORNEY'S FEES**

LESSEE agrees to pay all costs and expenses, including a reasonable attorney's fee, incurred by

LESSOR in collecting or attempting to collect any rental or service charge that becomes past due or in enforcing or attempting to enforce any of the terms and conditions of this Rental Contract.

24. **IMPROPER LODGING**

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

25. **ASSIGNMENT OF RIGHTS**

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

26. **WAIVER OF CLAIMS**

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

27. **EXCULPATORY CLAUSE**

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

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

28. **MATTERS NOT COVERED**

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

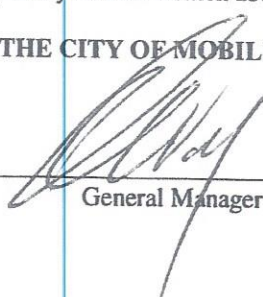
IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO:

That all terms and conditions of this written Rental Contract shall be binding upon the parties, their heirs and assigns, and cannot be varied or waived by any oral representatives or promise of any agent or other person of the parties hereunto unless the same be in writing and mutually signed the duly authorized agents or agents who executed this Rental Contract.

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

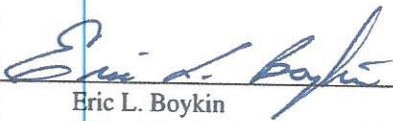
SMG AND THE CITY OF MOBILE, AS LESSOR

BY ITS:


General Manager

7/20/18
Date

ALABAMA POWER COMPANY, AS LESSEE

BY ITS: 
Eric L. Boykin
Title: Distribution Support Manager

Date 7/20/18

ATTEST:

NOTARY PUBLIC

WITNESS:

Date _____

ADDENDUM TO AGREEMENT

THIS ADDENDUM TO AGREEMENT (this "Addendum") is dated July 29, 2018 between SMG, as agent for the City of Mobile, a municipal corporation of the State of Alabama, through its General Manager ("Licensor"), and Alabama Power Company ("Licensee").

BACKGROUND

SMG and Licensee are parties to a certain Mobile Civic Center Contract Number _____ dated July 29, 2018 (the "Original Agreement"), whereby SMG has granted to Licensee the right to use the Mobile Civic Center ("Facility") for a staging area (collectively, the "Event") on the terms and subject to the conditions set forth in the Original Agreement. SMG and Licensee desire to modify the Original Agreement to address more specifically certain obligations of the parties.

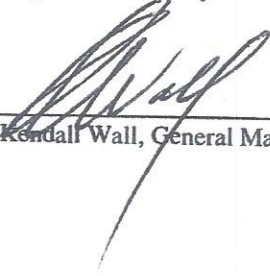
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties' respective signatures below, and in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Modifications to Original Agreement. Effective as of the date of the Original Agreement, the Original Agreement is modified to add the following provisions:
Notwithstanding anything to the contrary contained in the Original Agreement, the parties hereto hereby acknowledge and agree as follows:
 - (1) At least four weeks prior to the first Event, Licensee shall provide to SMG, for SMG's review (and/or the review of the City of any consultant or representative engaged by SMG), five (5) copies of a full and complete description of all set-up (including, without limitation, any staging, lighting, video boards, and/or rigging from or to the physical structure of the Facility or any fixture thereto required for the Event), electrical, communications systems, and plumbing work anticipated to be needed for the Event.
 - (2) Licensee shall be solely liable for any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "Losses") occurring at the Facility (whether within or without the Facility) caused to SMG, the owner of the Facility, and/or persons and/or property in, on, or near the Facility before, during, or after an Event, by any and all rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event. Licensee shall indemnify, defend, and hold harmless SMG and the owner of the Facility from any and all Losses arising out of or in connection with rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event.
 - (3) SMG may, at its election, accept delivery of property addressed to Licensee only as a service to Licensee, and Licensee will indemnify, defend, and hold harmless SMG for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. SMG assumes no responsibility whatsoever for any property placed in the Facility.

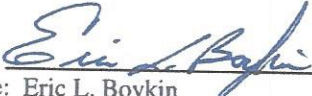
- (4) IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT NO OFFICER, DIRECTOR, EMPLOYEE, AGENT, REPRESENTATIVE, OR SALES PERSON OF EITHER PARTY HERETO, OR OF THE OWNER OF THE FACILITY OR ANY THIRD PARTY, HAS THE AUTHORITY TO MAKE, HAS MADE, OR WILL BE DEEMED TO HAVE MADE, ANY REPRESENTATION, WARRANTY, COVENANT, AGREEMENT, GUARANTEE, OR PROMISE WITH RESPECT TO THE FINANCIAL SUCCESS OR PERFORMANCE, AND/OR OTHER SUCCESS, OF THE EVENT. LICENSEE HEREBY ACKNOWLEDGES AND AGREES THAT ANY ASSESSMENT OF THE FINANCIAL SUCCESS OR PERFORMANCE, AND/OR OTHER SUCCESS, OF THE EVENT IS SOLELY THAT OF LICENSEE'S OWN DETERMINATION AND JUDGMENT.
- (5) Acts and Omissions of Third Parties. SMG shall not be liable in any way for any acts and/or omissions of any third party, including, without limitation, any ticket agency used by SMG in connection with the sale of tickets for any Event.
2. Effect of Addendum. Except as set forth in Section 1 hereof, the Original Agreement and all terms and conditions thereof shall remain unaltered and in full force and effect and are hereby ratified and confirmed in all respects, as hereinabove modified. In the event of any inconsistency between the terms of this Addendum and the Original Agreement, the terms of this Addendum shall control. Any reference in the Original Agreement or in any instrument, document or consideration executed or delivered pursuant to the Original Agreement to "this Agreement", "hereof", "hereto", and "hereunder" and similar references thereto shall be deemed and construed to be a reference to the Original Agreement, as modified by this Addendum.
3. Governing Law. This Addendum will be governed by and construed in accordance with the internal laws of the State of Alabama, without giving effect to otherwise applicable principles of conflicts of law.
4. Counterparts. This Addendum may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute but one and the same agreement.
5. Power and Authority. Each party hereby represents and warrants to the other that each has full legal right, power and authority to enter into this Addendum and to perform its obligations hereunder.

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

SMG, as agent for the City of Mobile, As Lessor

By: 
Name: Kendall Wall, General Manager

Alabama Power Company, As Lessee

By: 
Name: Eric L. Boykin
Title: Distribution Support Manager

**ADDENDUM
to Indenture Between
SMG and CITY OF MOBILE and
ALABAMA POWER COMPANY
For Lease of the
MOBILE CIVIC CENTER**

This Addendum, effective as of July 20, 2018, is to that Indenture, Contract No. _____, between SMG and the Mobile Civic Center (collectively, "Lessor") and Alabama Power Company ("Lessee") of the same date. Wherever the terms and conditions of this Addendum conflict with those of the Indenture, the terms of this Addendum shall govern. The Indenture, as modified by this Addendum, shall be referred to as the "Agreement". Lessor and Lessee hereby agree as follows:

1. The purpose of the Agreement is to enable Lessee to use the Civic Center facilities and premises from time to time for the purpose of housing and feeding work crews and to store equipment during periods of emergency electric service outages in the Mobile area (hereinafter "Event," for purposes of this and all other Addenda to the original contract no. _____ and of the said contract). The parties recognize and acknowledge that, notwithstanding any provision to the contrary in the Indenture, Lessee shall have the right during the term of this Agreement, upon written notice to Lessor, to utilize the whole or that part of the Civic Center as Lessee requires during the period it is performing restoration services. Lessee will give written notice to Lessor when its use of the Civic Center is no longer required. Lessee will be responsible for providing food, drinks and sleeping equipment to the work crews who are required by Lessee to use the facilities and premises.

2. Lessee agrees to comply with all applicable laws in its use of the Civic Center, and to indemnify and hold harmless Lessor from and against any liability, personal injury, property damage or claims arising out of Lessee's use of the facilities and premises.

3. Lessee agrees to provide evidence of insurance within thirty (30) days of the execution of this Agreement. Lessee is self-insured for the initial \$5 million of liability coverage.

Except as modified by this Addendum, all terms and conditions of the Indenture remain in full force and effect.

SMG, as agent for the CITY OF MOBILE, as LESSOR



General Manager

7/20/18

Date

ALABAMA POWER COMPANY, as LESSEE



Title: DISTRIBUTION SUPPORT MANAGER

7/20/18

Date

ALABAMA POWER COMPANY

SCHEDULE A

ARENA

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

THEATER (if used)

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

Plus Any Supporting Services and Utility Surcharges

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

TEMPORARY SITE USE AGREEMENT

This Agreement for Temporary Site Use (the "Agreement") is effective this the 1st day of June, 2020, by and between The City of Mobile, Alabama, a Municipal Corporation (the "Grantor") and Alabama Power Company, an Alabama corporation (the "Grantee" or sometimes referred to as "Company").

RECITALS

WHEREAS, the Grantor is the owner of the real property described and/or depicted in Exhibit A (the "Property");

WHEREAS, the Company has requested to use the Property in conjunction with its efforts to restore electrical service in the surrounding area following a hurricane or other weather-related event. As projected layout depicted in Exhibit B (the area of the property); and

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby allows the use of the Property by the Company in accordance with the terms and conditions contained herein.

AGREEMENT

1. The terms of this Agreement shall be thirty-six (36) months and shall begin on June 1, 2020 and end on June 1, 2023 (the "Term"), unless terminated or extended in accordance with the terms of this Agreement. In the event of such extension, such extended period shall be referred to herein as part of the Term.

2. Notwithstanding anything to the contrary contained herein, the Company shall have the right, in its sole discretion and with or without cause, to terminate the Agreement prior to expiration of the Term. Such early termination shall be effective upon ten (10) days written notice provided by the Company to the Grantor.

3. The Grantor represents and warrants to the Company; (a) that it is the sole owner of the Property and that it has the authority and the right to grant the use of the Property to the Company without the authorization or consent of any other person or entity; and (b) that any existing easements or encumbrances do not preclude or otherwise hinder the Company's use of the Property.

4. The Company shall use the Property for the restoration of electrical service in the surrounding area. In furtherance of this purpose, the Company shall use the Property for uses such as (but not limited to): storing equipment and supplies; feeding and housing crew members; providing temporary electric service; conducting meetings and inspections; erecting temporary facilities; erecting fences or other barriers; and any other purpose deemed appropriate by the Company in furtherance of restoring electric service in the surrounding area.

5. In addition to the Company, the Company's designees shall be permitted to use the Property for the same purposes as the Company; provided however, that the Company shall not be permitted to sub-lease the Property without the prior written consent of the Grantor. The

Grantor acknowledges that all property placed or installed on or at the Property by the Company shall constitute personal property and at no time shall it become a fixture or part of the Property.

6. Upon termination or expiration of the Agreement, the Company shall remove all equipment, supplies, fences, barriers, temporary facilities, or other personal property brought upon the Property by the Company or its designees. The Company shall use reasonable efforts to restore the Property to the same condition prior to commencement of this Agreement. The Grantor acknowledges that it understands the nature of the Company's use of the Property is such that it may be impossible for the Company to restore the Property to the exact condition of the Property as it existed prior to commencement of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, the Grantor shall be required to provide the Company with written notice of any claim or potential claim (including claims for personal injury by the Grantor or any third party) for damages arising out of or otherwise relating to this Agreement or the Grantor's use of the Property. The Company shall be deemed released and forever discharged for any and all claims for which such written notice was not timely provided.

7. All notices expressly required to be in writing shall be delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested, and shall be deemed to have been given on the date of the receipt thereof if personally delivered, and if mailed as aforesaid, shall be deemed to have been given three (3) business days after the same shall have been mailed, postage prepaid. The addresses to be used for notices required by the Agreement shall be as follows:

The Grantor

The Company

Real Estate Asset Management

Alabama Power Company

City of Mobile

150 St. Joseph Street

5th Floor, South Tower

Mobile, Alabama 36602

P.O. Box 27

ATTN: Blake Jarrett

Mobile, AL 36633

Attn: Michelle Melton, Deputy Director

8. This Agreement shall be governed by Alabama law.

9. The Grantor shall be solely responsible for any property taxes for the Property that are accrued or become due during the Term.

10. The Company shall be responsible for any utility charges incurred on the Property by the Company during the Term. In the event utility accounts are in the name of the Grantor, the Company shall not be required to create new accounts, but instead, shall reimburse the Grantor for such utility charges incurred on the Property by the Company within thirty (30) days of receiving a copy of the utility invoices from the Grantor.

11. The Company shall be permitted to post signage on the Property as it deems appropriate; provided such signage is in compliance with local laws, ordinances, and regulations.

12. The Company agrees and covenants to release, indemnify, defend and hold harmless the Grantor from all costs, claims, damages, suits, and actions of any character (including costs and expenses of defending against such claims) arising out of the Company's use of the Property; provided, however, that the foregoing release, indemnity, hold harmless and defense agreement shall not apply in the event that such claims, damages, suits, or actions and related loss, cost or expense is caused (or alleged to have been caused) by the sole negligence or other wrongdoing of the Grantor or its agents, employees, successors or assigns. This indemnification shall survive the expiration or early cancellation or termination of this Agreement.

13. Grantee agrees that all of its contractors working on the Property will have current valid insurance policies for the above described work which shall: (1) require the contractor to obtain worker's compensation insurance in a minimum amount of \$1,000,000.00; general liability insurance in a minimum amount of \$1,000,000.00; automobile liability in a minimum amount of \$1,000,000.00; and Umbrella Excess Liability policy in the amount of \$10,000,000.00, with all policies naming the City as an additional insured.

14. To the extent allowed by governing law, and except for the indemnification and defense obligations stated in this Agreement, neither party shall be liable to the other for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including, but not limited to, negligence), strict liability or otherwise.

GRANTOR:

The City of Mobile, Alabama

COMPANY:

Alabama Power Company

By: Blake Jarrett

Its: Corporate Real Estate TEAM LEAD

IN WITNESS WHEREOF, We have set our hands and seals this the 19th of May, 2020.

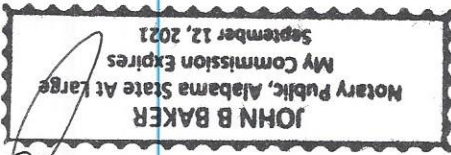


Exhibit A

Tax Parcel Number **R022807253000002**

Matthews Park located at 3700 Michael Blvd

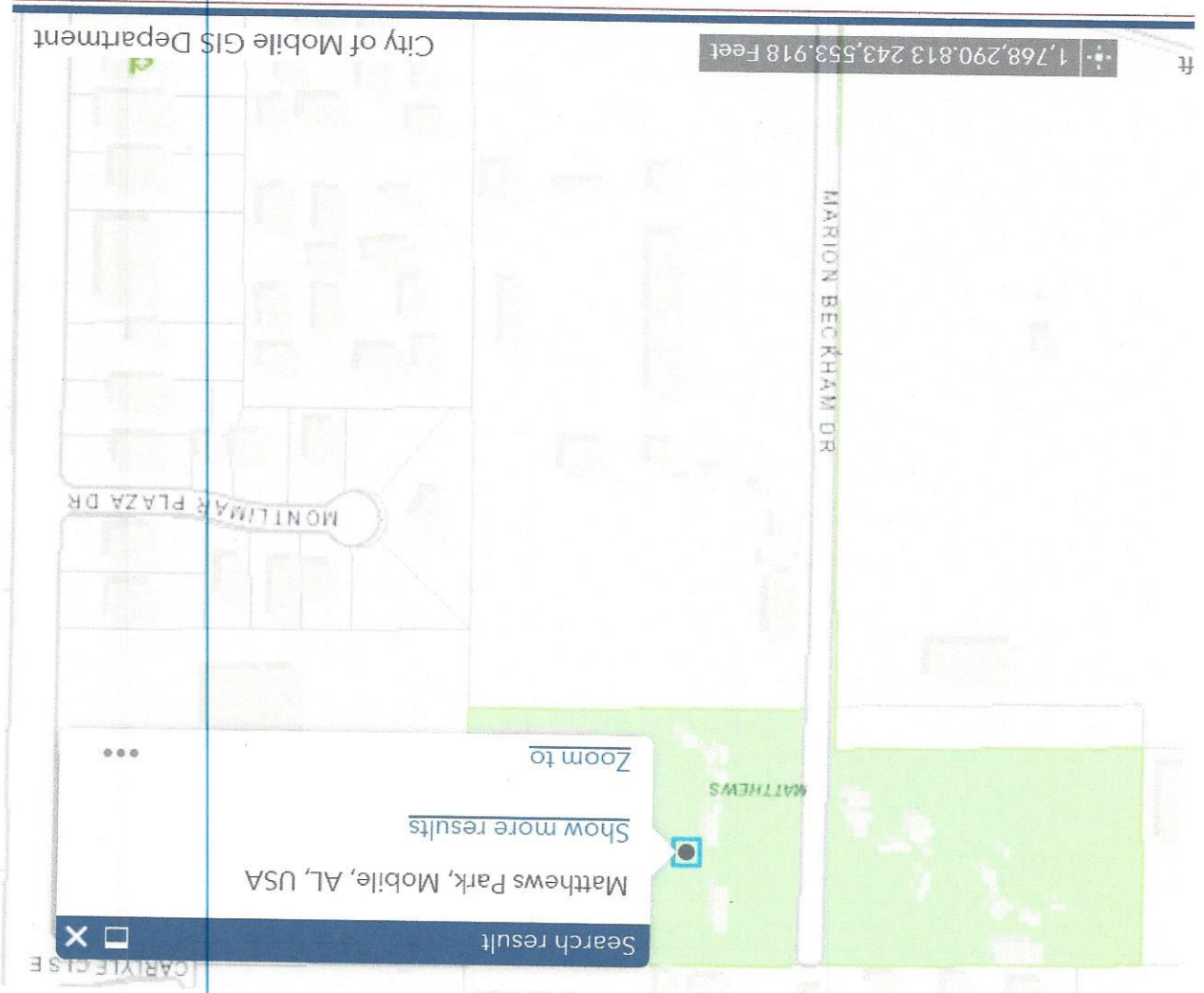


Exhibit B

Depicted site use





AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve item-based bid award for Fire Department Gas Detection equipment. Not COVID necessary. OK to be approved when Council resumes regular meetings at second read on May 26.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200401 MSA Agenda Package Bids	Cover Memo	5/14/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	5/14/2020 - 2:50 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Award, to the designated vendor, for the indicated time period, and if renewable, renewable without further action by Council, for the specified item(s) at the unit prices indicated.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
<u>5411</u>	GAS DETECTION EQUIPMENT	5	Various, see bid tab	One year, renewal for two additional one year periods	Sunbelt Fire Inc./Ritz Safety LLC

Adopted:

City Clerk

Bid 5411 MSA GAS DETECTION

Item #	Description	POLLARD WATER		RITZ		SUNBELT		5% In state, Out of City
		\$	10% Out of UOM state	\$	UOM	\$	UOM	
17704	MSA10165446	\$4,065.00 EACH	\$4,471.50	\$3,220.36 EACH		\$2,915.00 EACH		\$3,060.75
17703	MSA 10128627	\$2,395.00 EACH	\$2,634.50	\$1,941.83 EACH		\$1,875.00 EACH		\$1,968.75
17702	MSA10105756	\$1,078.00 EACH	\$1,185.80	\$870.05 EACH		\$845.00 EACH		\$887.25
17701	MSA10048280	\$321.00 EACH	\$353.10	\$261.47 EACH		\$259.00 EACH		\$271.95
	MSA10048279	\$321.00 EACH	\$353.10	\$261.47 EACH		\$259.00 EACH		\$271.95

CITY OF MOBILE

BID SHEET

This is Not an Order

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

**Purchasing Department
and Package Delivery:**
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: en Buyer: 006

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

DATE 04/14/2020	BID NO. 5411	DEPARTMENT FIRE	Commodities to be delivered F.O.B. Mobile to: To Be Specified
--------------------	-----------------	--------------------	--

This bid must be received and stamped by the Purchasing office not later than: 10:30 AM, Thursday, May 7, 2020

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	MSA GAS DETECTION AND SUPPLIES					
QTY						
APPX 0-10	MSA ALTAIR® 5X COMBUSTIBLE GAS, CARBON MONOXIDE, HYDROGEN SULFIDE AND OXYGEN MONITOR MSA10165446, NO SUBS CITY ITEM 17704 Make _____ Model _____					
APPX 00-04	GALAXY GX2, ALTAIR 5/5X MULTIGAS DETECTOR, NO-CHARGING, NORTH AMERICAN CHARGER, BLACK MSA10128627, NO SUBS CITY ITEM 17703 Make _____ Model _____					
APPX 00-05	MSA GALAXY GX2, ELECTRONIC CYLINDER HOLDER, UNIVERSAL MSA10105756, NO SUBS CITY ITEM 17702 Make _____ Model _____					
			TOTAL			

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Page 2 of 3						
APPX 00-04	CALIBRATION CYLINDER, GAS, 34L, (CH4)-1.45%, (O2)-15%, (CO)-60 PPM, (H2S)-20 PPM, ALUMINUM MSA 10048280, NO SUBS CITY ITEM 17701 Make _____ Model _____					
APPX 00-04	CALIBRATION CYLINDER, GAS 34L, (1)-100 PPM MSA 10048279, NO SUBS Make _____ Model _____ Minimum quantities to be purchased upon award of bid. Successful bidder must have all items delivered to City of Mobile within 3 weeks of purchase order. 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).					
			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 _____

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



PROCUREMENT DEPARTMENT

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

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

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

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

It is the responsibility of the bidder to insure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions. All bids are F.O.B. Destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve Item Based Bid Award to Graybar Electric Co Inc for Traffic Pole Breakaway Support Systems.

Amount of Contract:

N/A to be purchased at unit prices indicated

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200518 Graybar Agenda Package Bids	Cover Memo	5/18/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	5/21/2020 - 10:11 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Award, to the designated vendor, for the indicated time period, and if renewable, renewable without further action by Council, for the specified item(s) at the unit prices indicated.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
<u>5409</u>	TRAFFIC BREAKAWAY LIGHT POLE SUPPORT SYSTEMS	2	Various, see bid tab	One year, renewal for two additional one year periods	Graybar Electric Co. Inc.

Adopted:

City Clerk

TABULATION SHEET - BID # 5409

TRAFFIC CONTROL EQUIPMENT – POLE BREAKAWAY SUPPORT

	SUPPORT	SUPPORT
	# 4100	# 5100
GRAYBAR ELECTRIC	\$ 356.18	\$ 356.18
SEQUEL ELECTRIC SUPPLY	\$ 1,420.00	\$ 1,420.00

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:

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

**Purchasing Department
and Package Delivery:**

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

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

Typed by: tajb Buyer: 004

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
04/08/2020	5409	Electrical	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 10:30 A.M., Tuesday, April 28, 2020

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	TRAFFIC CONTROL EQUIPMENT- POLE BREAKAWAY SUPPORT					
Qty 16	Breakaway Support, Pole Safe	Model 4100				
	Make_____	Model_____				
Qty 16	Breakaway Support, Pole Safe	Model 5100				
	Make_____	Model_____				
Pricing to be firm for a one (1) year period following the award of this bid. At the option of the City of Mobile and the successful vendor(s), the award Of this bid may be extended for two (2) additional one (1) year periods. All items must meet requirements as per the attached specifications. Provide Literature and Specifications on item bid. Quote delivered pricing FOB Mobile. System / Products Bid are to be compatible with existing equipment in use by the City of Mobile.						
Page 1 of 2						
			TOTAL			

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Page 2 of 2 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). TO BE AWARDED ON AN ITEM BASIS.						
			TOTAL			

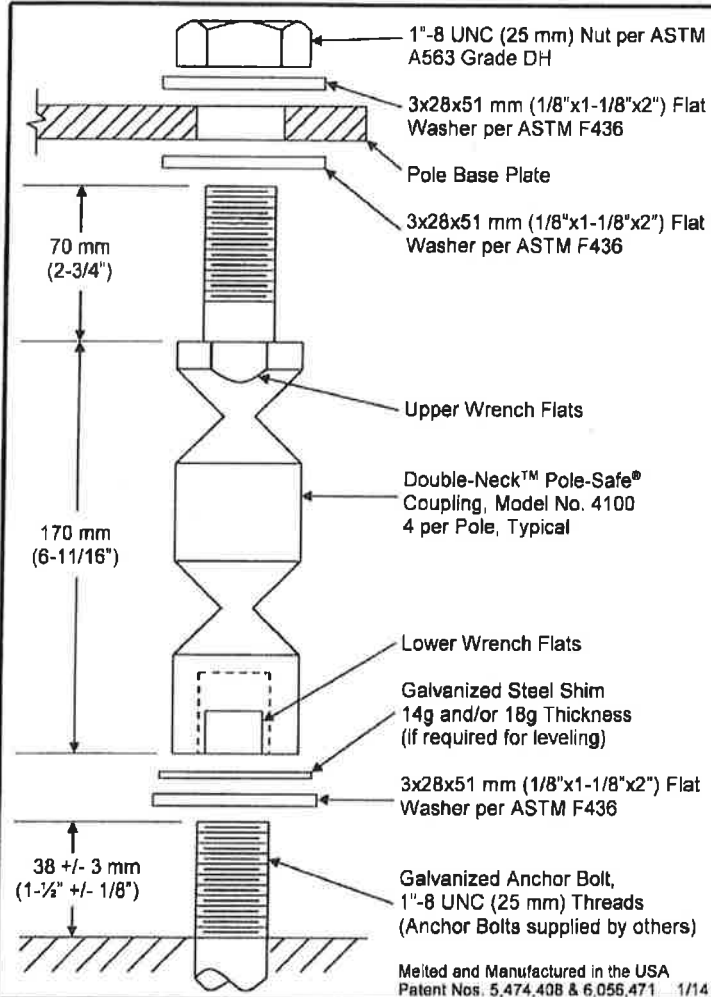
RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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



SPECIFICATIONS

Performance Criteria:

1. Double-Neck™ Pole-Safe® conforms to AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals."
2. Double-Neck™ Pole-Safe® has been crash-tested and FHWA approved in accordance with the requirements of NCHRP Report 350, "Recommended Procedures for the Safety Performance Evaluation of Highway Features."
3. Maximum Allowable Pole Mass = 450 kg (992 lb.) (total, including fixtures).

Physical Properties per Coupling:

1. Ultimate Tensile Strength = 221.5 kN (49.8 kips), minimum.
2. Tensile Yield Strength = 192.0 kN (43.2 kips), minimum.
3. Ultimate Restrained Shear Strength = 16.9 kN (3.8 kips), minimum.
4. Ultimate Restrained Shear Strength = 24.4 kN (5.5 kips), maximum.

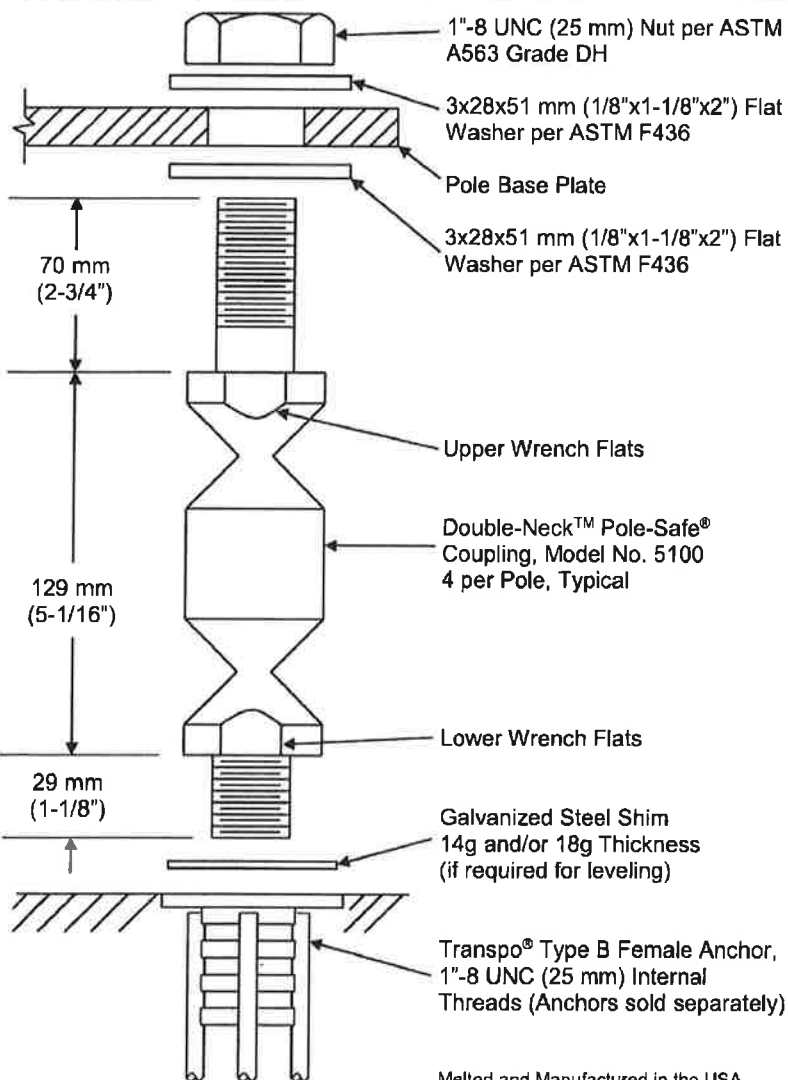
Corrosion Protection:

1. All Double-Neck™ Pole-Safe® couplings, nuts, bolts, and washers are galvanized after fabrication in accordance with ASTM A153. All leveling shims are galvanized after fabrication in accordance with ASTM A653.

Pole-Safe® Model No. 4100 Breakaway Support System for Light Poles



20 Jones Street
New Rochelle, NY 10801
914-636-1000
www.transpo.com



Melted and Manufactured in the USA
 Patent Nos. 5,474,408 & 6,056,471 1/14

SPECIFICATIONS

Performance Criteria:

1. Double-Neck™ Pole-Safe® conforms to AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals."
2. Double-Neck™ Pole-Safe® has been crash-tested and FHWA approved in accordance with the requirements of NCHRP Report 350, "Recommended Procedures for the Safety Performance Evaluation of Highway Features."
3. Maximum Allowable Pole Mass = 450 kg (992 lb) (total, including fixtures).

Physical Properties per Coupling:

1. Ultimate Tensile Strength = 221.5 kN (49.8 kips), minimum.
2. Tensile Yield Strength = 192.0 kN (43.2 kips), minimum.
3. Ultimate Restrained Shear Strength = 16.9 kN (3.8 kips), minimum.
4. Ultimate Restrained Shear Strength = 24.4 kN (5.5 kips), maximum.

Corrosion Protection:

1. All Double-Neck™ Pole-Safe® couplings, nuts, bolts, and washers are galvanized after fabrication in accordance with ASTM A153. All leveling shims are galvanized after fabrication in accordance with ASTM A653.

Pole-Safe® Model No. 5100 Breakaway Support System for Light Poles



20 Jones Street
 New Rochelle, NY 10801
 914-636-1000
www.transpo.com



PROCUREMENT DEPARTMENT

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

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

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

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

It is the responsibility of the bidder to insure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions. All bids are F.O.B. Destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve award of Item-Based Bid to Ward International Trucks LLC for large truck oil change services.

Amount of Contract:

N/A to be purchased at unit prices indicated

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200520 Ward Agenda Package Bids	Cover Memo	5/20/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	5/21/2020 - 10:11 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Award, to the designated vendor, for the indicated time period, and if renewable, renewable without further action by Council, for the specified item(s) at the unit prices indicated.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
<u>5415</u>	LARGE TRUCK OIL CHANGE SERVICE	4	Various, see bid tab	6 months, renewable for another 6 months, then renewable for 2 additional one- year periods	Ward International Trucks LLC

Adopted:

City Clerk

TABULATION FOR BID # 5415

	DS Diesel Services	Ward Trucks, LLC	Rush Truck Center
29 quarts or less	\$298.68 <u>X 75 units</u> \$22,401	\$222.91 <u>X 75 units</u> \$16,718.25	\$235.00 <u>X 75 units</u> \$17,625.00
30 or more quarts	\$330.27 <u>X 48 units</u> \$15,852.96	\$258.91 <u>X 48 units</u> \$12,427.68	\$275.00 <u>X 48 units</u> \$13,200.00
29 or less with fuel filter	\$355.20 <u>X 75 units</u> \$26,640.00	\$277.91 <u>X 75 units</u> \$20,843.25	\$265.00 <u>X 75 units</u> \$19,875.00
30 or more with fuel filter	\$372.20 <u>X 48 units</u> \$17,865.60	\$313.91 <u>X 48 units</u> \$15,067.68	\$305.00 <u>X 48 units</u> \$14,640.00
TOTAL	\$82,759.56	\$65,056.86	\$65,340.00

3

1

2

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**

002

Buyer:

Typed by:

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

DATE 04/21/2020	BID NO. 5415	DEPARTMENT Municipal Garage	Commodities to be delivered F.O.B. Mobile to: To Be Specified
---------------------------	------------------------	---------------------------------------	---

12:30 P.M. Friday, May 8, 2020

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

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	OIL CHANGE AND VEHICLE INSPECTION This Bid will be Heavy Trucks (larger than Ford F550's) Heavy Trucks and Fire Apparatus. Vendor to provide the following to the City of Mobile: • Engine oil and filter • Fuel Filters (Every other oil change) • Lubricate Chassis • General safety inspection • Maximum of 2 hrs. to perform service • Service not to include chassis mounted equipment with a separate engine, unless authorized and billed on a separate PO. • Driver/operator cannot authorize additional service or repairs. • Any additional repairs or service would require approval by designated garage personnel and billed on a separate PO. This Program will cover 125 vehicles at time of award and this number will increase as additional vehicles whose service plans will be expiring, as well as, additional vehicles will be bought without oil service plans at time of purchase will be added to the Program. The current list of vehicles to be covered at time of award is attached and may be downloaded from cityofmobile.org/services/business/bids. Regular service intervals are 5000 miles. City will keep track of mileage and send vehicles once they meet the mileage criteria for service. Fuel filters will be changed every other oil change or when requested by the city. Vendor shall RESPOND on this form. Vendor shall have a place of Business within 5 (five) miles of the City of Mobile Police Jurisdiction.					
			TOTAL			

Page 1 of 7

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
 1 correct invoice of completed order.

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 7 Bid shall be as per the following and attached specifications. This Bid will be awarded for an initial 6 (six) month period with an extension for an additional 6 (six) months after the 2nd, 6 (six) month period, the award will be extended for two (2), additional one (1) year periods. If the award is extended there will be no changes in prices or specifications allowed. The City attaches to this; additional specifications, vehicle listing (as of bid issue) and price sheet. Bidders shall return these and attached sheets with the bid responses. Failure to provide the documents required to be provided initially in the bid package, as well as, the additional information required, will cause your bid to be rejected. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed.(Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 7 City of Mobile Business License Required State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. Questions involving the bid specifications will Not be answered within 48 hours of the bid opening. You need to ask your questions early on, as soon as possible. PLACE PRICING ON FOLLOWING SHEET. TO BE AWARDED ALL OR NONE.					
			TOTAL			

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

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 7 For vehicles with oil capacities of 29 quarts or less. No fuel filter(s). Price Per Change: _____ For vehicles with oil capacities of 30 quarts or more. No fuel filter(s). Price Per Change: _____ For vehicles with oil capacities of 29 quarts or less with fuel filter(s) changed. Price Per Change: _____ For vehicles with oil capacities of 30 quarts or more with fuel filter(s) changed. Price Per Change: _____ Award will be based on the total number of units in each group times the price of the oil change of the group. The City is looking for the one (1) price per grouping. The City is not looking for different prices for all the various capacities that are listed on the sheet attached to the bid. The City recognizes that there are different prices for different quantities, but the City is attempting to simplify the process paperwork-wise.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 5 of 7 GENERAL REQUIREMENTS - Vendor shall provide a list of all their service facility locations within the five (5) mile radius of the Mobile Police Jurisdiction. - Vendor shall provide a schedule of their hours and days of operation. - Vendor shall be capable of providing, with complete accounting reports detailing each vehicle service. - Vendor must be able to Bill/Invoice the City of Mobile for service rendered. Purchase Order Number must be on Invoice. City will not be making payment at time of Service. Invoice to include Vehicle Number, Date, Time, Odometer Reading, Asset Number with Invoice total. - Vendor shall provide detailed outline of work to be performed and parts used for typical oil change. - A brake inspection is to be performed and the City informed if a replacement of brakes in the near future is indicated. - Vendor shall include with their bid response an explanation of the requirements and process for scheduling an appointment. - Successful vendor is required to be ADEM certified to collect and dispose of waste oil and antifreeze (copy of certificate is required to be submitted with bid). - Vendor shall provide Top Quality Brands of Oils and Filters, that meet or exceed OEM Specifications by Vehicle Type, off brand or knock off products will NOT be accepted. - Vendor shall provide this with Bid, the Brands of the products to be provided at time of oil change service. City of Mobile reserves the right to inspect a vendor's locations prior to Award. The City also reserves the right to inspect the winner's locations at any time during the Contract and to pull oil samples as needed. City will notify vendor of approval to service by issuing a purchase order with the vehicle's asset number. Invoices shall be sent daily to the city for prompt processing. At no time should more than 7 (seven) days elapse between service and sending of the bill and paperwork. Inspection reports must come with bill. No repairs will be done unless approved by the City of Mobile and a Purchase Order issued. Returning employees and vehicles is a priority with us. - Oil Change, Oil Filter Change, Fuel Filter Change (when Specified), Chassis Lubrication, and Vehicle Inspection. - Waiting Times should be less than 30 minutes. - Service time should be no more than (TWO) 2 hours.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 6 of 7 <u>ITEMS TO BE INSPECTED</u> Water Pump Radiator Hose Coolant Level Brake Fluid (if so equipped) Brake Lines Brake Pads Universal Joints Rear Differential CV Joints CV Boots Ball Joints Check Lights Windshield Condition, Chips, Cracks, Spidering, etc. Wiper Blades Windshield Washer Fluid Horn Tire Pressure Tire Wear Exhaust System Leaks Holes Damaged Brackets Deficiency shall be NOTED in the Report. City will make the necessary repairs. No repair or correction will be made without the permission of the City of Mobile Garage. A printed Purchase Order is required. No Employee, Department Head, Police Officer or Firefighter or Mechanic will have the authority or permission to approve any repair or incur any additional expenditure of funds without a written/printed City of Mobile PURCHASE ORDER. Repair Approval will be given in writing – NO VERBAL APPROVALS. Vendors upon award will be given the names of who can approve repairs. Vendor will be responsible for any engine damage resulting from oil servicing, i.e., no oil, insufficient oil fill, drain plug not properly inserted or not installed or oil leak from filter or failure to install a filter. Vendor will be responsible for any servicing done incorrectly resulting in damage to the vehicle.					
			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 _____

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



PROCUREMENT DEPARTMENT

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

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

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

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

It is the responsibility of the bidder to insure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions. All bids are F.O.B. Destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve purchase of 13 desktop computers for Hurtel St training lab.

Amount of Contract:

\$15,476.63

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200519 CDW Agenda Package POs	Cover Memo	5/19/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	5/21/2020 - 10:12 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>11305</u>	2020	(5000) INFORMATION TECHNOLOGY	13 HP ELITEDESK 800 G4 I7 TRAINING COMPUTERS FOR HURTEL ST COMPUTER LAB (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT/ UNAVAIL THRU AL STATE CONTRACT VENDOR)	\$15,476.63	<u>(272932) CDW GOVERNMENT LLC</u>

Adopted:

City Clerk

===== Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011305-00 FY 2020 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105fo1a Status: Approved Page 1
--	---

Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/13/20	272932	05/18/20			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	PER SOURCEWELL #081419-CDW TECH ITEM: HP SB EliteDesk 800 G4 SFF Core i7 8700 16GB RAM 512GB Win 10 Pro Supplier Part No: 5143622 Manufacturer Part No: 4BV83UT#ABA Manufacturer Name: HP Smart Buy Desktop Supplier Quote No: 37171 NIGP: UNSPSC: 43211508	13.00 EACH	1190.51000	15476.63
-----	--	---------------	------------	----------

1	2000.80.00.0000.0000.0000.0000.47010. E E0025 .CAPEQUIPMT.			15476.63
---	---	--	--	----------

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
ASHLEY TODD

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

[Requisition Link](#)

Requisition Total

15476.63

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011305-00 FY 2020 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105fo1a Status: Approved
--	--

Page 2

Vendor
 CDW GOVERNMENT LLC
 230 N MILWAUKEE AVE

Ship To
 MIT
 651 CHURCH STREET

VERNON HILLS, IL 60061

MOBILE, AL 36602
 ASHLEY.TODD@CITYOFMOBILE.ORG

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

Delivery Reference
 ASHLEY TODD

Deliver To
 MIT
 651 CHURCH STREET

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/13/20	1272932	05/18/20			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
***** Project Ledger Summary Section *****			
Account		Amount	Remaining Budget
E E0025 .CAPEQUIPMT.		15476.63	1384.80

***** General Ledger Summary Section *****			
Account		Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.		15476.63	5409768.67
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)			

***** Approval/Conversion Info *****			
Activity	Date	Clerk	Comment
Approved	05/13/20	MARK PEARSON	Auto approved by: 91057606
Approved	05/13/20	SCOTT KEARNEY	
Approved	05/13/20	MARK PEARSON	Auto approved by: 91057606
Approved	05/13/20	SCOTT KEARNEY	
Approved	05/13/20	TIFFANY HOLLINS	
Approved	05/13/20	MARILYN MCMILLAN	Auto approved by: 910514227
Approved	05/13/20	RELYA MALLORY	Auto approved by: 910514227
Forward	05/16/20	JOHN PAINE	
Approved	05/16/20	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	05/16/20	DONALD ROSE	Approved by: 9105fo1a
Approved	05/16/20	ANNE FOLEY	Auto approved by: 910516727
Approved	05/16/20	BOBBY IRBY	Auto approved by: 910516727

Authorized By: _____ Date: _____
 Signature

Category		Brands	CDW-G Contract 081419 CDW Discounts effective 12/1/2019
A	Accessories (A)	All Brands Excluding Apple	7.50%
B	Power, Cooling & Racks (B)	All Brands Excluding Apple	3.50%
C	Desktop Computers (C)	All Brands Excluding Apple	3.75%
D	Data Storage/Drives (D)	All Brands Excluding Apple	4.50%
E	Enterprise Storage (E)	All Brands Excluding Apple	7.75%
F	Point of Sale/Data Capture (F)	All Brands Excluding Apple	5.00%
H	Servers & Server Management (H)	All Brands Excluding Apple	5.25%
L	Notebook/Mobile Devices (L)	All Brands Excluding Apple	4.25%
N	NetComm Products (N)	All Brands Excluding Apple	9.00%
O	Carts and Furniture (O)	All Brands Excluding Apple	5.25%
P	Printing & Document Scanning (P)	All Brands Excluding Apple	3.25%
Q	Services (Partner Delivered) (Q)	All Brands Excluding Apple	7.25%
S	Software (S)	All Brands Excluding Apple	5.25%
T	Collaboration Hardware (T)	All Brands Excluding Apple	10.00%
V	Video & Audio (V)	All Brands Excluding Apple	7.00%
W	Cables (W)	All Brands Excluding Apple	13.00%
Q/WA	Warranties-Product Protection (WA)	All Brands Excluding Apple	7.50%
T/PB	Video Hardware (PB)	All Brands Excluding Apple	3.00%
V/IW	Interactive Whiteboards (IW)	All Brands Excluding Apple	0.00%
V/VT	Interactive Flat Panel Display (VT)	All Brands Excluding Apple	9.00%
L/NB/CBK	Chromebooks (CBK)	All Brands Excluding Apple	3.00%
S/NU/GCH	Google Chrome Management SaaS (GCH)	All Brands Excluding Apple	0.00%
All	All Categories	Apple	0.50%
	Amazon Web Services (AWS)	Amazon	0.00%
All Other	All Other Categories	All Brands	0.00%



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to Graybar Electric Co LLC for 48 LED street light fixtures.

Amount of Contract:

\$39,328.32

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200520 Graybar Agenda Package POs	Cover Memo	5/20/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	5/21/2020 - 10:13 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>9939</u>	2020	(2062) ELECTRICAL	48 NAVION LED STREET LIGHT FIXTURES (SEALED BID 5413)	\$39,328.32	<u>(75199)</u> <u>GRAYBAR</u> <u>ELECTRIC CO INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009939-00 FY 2020 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: Status: Released	Page 1
--	---	--------

Vendor GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/16/20	075199				ELECTRICAL

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
001	AS PER MY BID # 5413 AND YOUR QUOTE FIXTURE, LIGHT, LED, COOPER LIGHTING GROUP NAVION NVN-AF-06-E-8-5MQ-10K-AP-1200 Vendor Item	48.00 EACH	819.34000	39328.32
1	2000.80.00.0000.0000.0000.0000.44020. E C0472 .OPERSUPPLS.			39328.32

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

Deliver To
 ELECTRICAL
 854 GAYLE STREET
 MOBILE, AL 36604

[Requisition Link](#)

Requisition Total 39328.32

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

Account	Amount	Remaining Budget
E C0472 .OPERSUPPLS.	39328.32	227213.13

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009939-00 FY 2020 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: Status: Released	Page 2
--	---	--------

Vendor GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/16/20	075199				ELECTRICAL

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.		
	39328.32	5409768.67
CAPITAL IMPROVEMENTS FUND EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
CCancelled	04/16/20	MICHAEL SPAFFORD	GL Allocation changed
CCancelled	04/16/20	MICHAEL SPAFFORD	GL Allocation changed
CCancelled	05/14/20	MICHAEL SPAFFORD	GL Allocation changed
Approved	04/17/20	MARYBETH BERGIN	Auto approved by: 91054000
Approved	04/17/20	JENNIFER WHITE	
Approved	04/17/20	TIFFANY HOLLINS	
Approved	04/17/20	MARILYN MCMILLAN	Auto approved by: 910514227
Approved	04/17/20	RELYA MALLORY	Auto approved by: 910514227
Forward	04/17/20	JOHN PAINE	
Queued	05/14/20	MARYBETH BERGIN	
Queued	05/14/20	JENNIFER WHITE	
Pending		TIFFANY HOLLINS	
Pending		MARILYN MCMILLAN	
Pending		RELYA MALLORY	
Pending		DONNA MICHELE STANLEY	
Pending		DONALD ROSE	
Pending		BOBBY IRBY	
Pending		JOHN PAINE	

Authorized By: _____ Date: _____
 Signature

TABULATION SHEET - BID # 5413 LED FIXTURE

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

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

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

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: taib Buyer: 004

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
04/20/2020	5413	ELECTRICAL	As Specified

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

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

Page 1 of 2

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. Prices quoted on bid good for _____ days. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. TO BE AWARDED ON A PER ITEM BASIS.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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



PROCUREMENT DEPARTMENT

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

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

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

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

It is the responsibility of the bidder to insure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions. All bids are F.O.B. Destination unless otherwise stated.

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to Gladiator Forensics LLC for wireless forensics software annual licenses.

Amount of Contract:

\$15,300.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200520 Gladiator Agenda Package POs	Cover Memo	5/20/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	5/21/2020 - 10:13 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>11311</u>	2020	(1545) POLICE CYBER DIVISION	ANNUAL LICENSES FOR GLADIATOR WIRELESS NETWORK FORENSIC SOFTWARE PRODUCTS (SOLE SOURCE)	\$15,300.00	(<u>294271</u>) <u>GLADIATOR</u> <u>FORENSICS LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011311-00 FY 2020 Acct No: 1000.30.15.1530.1545.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved
--	---

Page 1

Vendor GLADIATOR FORENSICS LLC 2263 W NEW HAVEN AVE #333 MELBOURNE, FL 32904 Tel#321-821-5353 Fax 321-821-1956	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Delivery Reference ATTN: KEVIN LEVY 2514224275 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Delivery Reference ATTN: KEVIN LEVY 2514224275
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/13/20	294271				POLICE CYBER DIVISION

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

General Notes

SOLE SOURCE THIS IS A RENEWAL REQUISITION FOR EXISTING SOFTWARE LICENSING WE HAVE ALREADY PURCHASED. THIS IS DIRECT FROM THE SERVICE PROVIDER FOR RENEWAL ACCESS ONLY.
 PER QUOTE #MPD_20200512

SALES@GLADIATOR-FORENSICS.COM 001 LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes	4.00 EACH	2700.00000	10800.00
--	--------------	------------	----------

HS OSS ESPA - CLIENT ACCESS LICENSE
 Vendor Item
 Inventory Item/Loc 1723

1 1000.30.15.1530.1545.1530.0000.0000.44020.	10800.00
--	----------

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602
 Delivery Reference
 ATTN: KEVIN LEVY 2514224275

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011311-00 FY 2020 Acct No: 1000.30.15.1530.1545.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 2
--	---	--------

Vendor
 GLADIATOR FORENSICS LLC
 2263 W NEW HAVEN AVE #333

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

MELBOURNE, FL 32904

MOBILE, AL 36602
 KEVIN.LEVY@CITYOFMOBILE.ORG

Tel#321-821-5353
 Fax 321-821-1956

Delivery Reference
 ATTN: KEVIN LEVY 2514224275

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602
 Delivery Reference
 ATTN: KEVIN LEVY 2514224275

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/13/20	294271				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
002	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- HS IQ EXPRESS PORTAL - HOSTED LICENSE Vendor Item Inventory Item/Loc 1723	1.00 EACH	2500.00000	2500.00

1	1000.30.15.1530.1545.1530.0000.0000.44020.	2500.00
---	--	---------

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602
 Delivery Reference
 ATTN: KEVIN LEVY 2514224275

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602
 Delivery Reference
 ATTN: KEVIN LEVY 2514224275

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011311-00 FY 2020 Acct No: 1000.30.15.1530.1545.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 3
--	---	--------

Vendor
 GLADIATOR FORENSICS LLC
 2263 W NEW HAVEN AVE #333

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

MELBOURNE, FL 32904

MOBILE, AL 36602
 KEVIN.LEVY@CITYOFMOBILE.ORG

Tel#321-821-5353
 Fax 321-821-1956

Delivery Reference
 ATTN: KEVIN LEVY 2514224275

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602
 Delivery Reference
 ATTN: KEVIN LEVY 2514224275

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/13/20	294271				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
003	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes	1.00 EACH	2000.00000	2000.00

OSS - CAL - CLIENT ACCESS LICENSE
 E-OSS-ST-52 1 CONCURRENT USER
 Vendor Item
 Inventory Item/Loc 1723

1 1000.30.15.1530.1545.1530.0000.0000.44020. 2000.00

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602
 Delivery Reference
 ATTN: KEVIN LEVY 2514224275

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602
 Delivery Reference
 ATTN: KEVIN LEVY 2514224275

[Requisition Link](#)

Requisition Total 15300.00

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

Amount Remaining Budget

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011311-00 FY 2020 Acct No: 1000.30.15.1530.1545.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved
---	--

Page 4

Vendor GLADIATOR FORENSICS LLC 2263 W NEW HAVEN AVE #333 MELBOURNE, FL 32904 Tel#321-821-5353 Fax 321-821-1956	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Delivery Reference ATTN: KEVIN LEVY 2514224275 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Delivery Reference ATTN: KEVIN LEVY 2514224275
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/13/20	294271				POLICE CYBER DIVISION

Account 1000.30.15.1530.1545.1530.0000.0000.44020. POLICE CYBER DIVISION EXP	Amount Remaining Budget 15300.00 5409768.67 OPERATING SUPPLIES
---	--

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

Activity	Date	Clerk	Comment
Forward	05/16/20	JOHN PAINE	
Approved	05/16/20	DONNA MICHELE STANLEY	Auto approved by: 9105fola
Approved	05/16/20	DONALD ROSE	Auto approved by: 9105fola
Approved	05/16/20	ANNE FOLEY	
Approved	05/16/20	BOBBY IRBY	Auto approved by: 9105fola
Approved	05/16/20	ANNE FOLEY	Auto approved by: 9105fola

Authorized By: _____ Date: _____

Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to CDW Government LLC for drone, accessories, and software.

Amount of Contract:

\$25,799.60

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200520 CDW Agenda Package POs	Cover Memo	5/20/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	5/21/2020 - 10:12 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>11508</u>	2020	(1510) FIRE ADMINISTRATION	DJI MATRICE 300 RTK DRONE WITH ZENMUSE H20 CAMERA, 8 TB60 FLIGHT BATTERIES, BATTERY CHARGER, 3 GIMBALS, SPOTLIGHT, ONE YEAR FLIGHTHUB PRO SOFTWARE LICENSE (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT)	\$25,799.60	<u>(272932) CDW GOVERNMENT LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011508-00 FY 2020 Acct No: 1000.30.15.1510.1510.1510.0000.0000.47020. Review: Buyer: 9105fola Status: Approved	Page 1
--	---	--------

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/18/20	272932				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

PER SOURCEWELL 081419-CDW TECH COOPERATIVE CONTRACT.

001	QUOTE #LKVL373 ITEM: DJI MATRICE 300 RTK NA SP COMBO Supplier Part No: 6073809 Manufacturer Part No: CP.EN. 00000221.SP Manufacturer Name: DJI Supplier Quote No: 37171:LKVL373 NIGP: UNSPSC: 43000000	1.00 EACH	5348.04000	5348.04
-----	--	--------------	------------	---------

1	1000.30.15.1510.1510.1510.0000.0000.47020.			5348.04
---	--	--	--	---------

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

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

002	ITEM: DJI MATRICE 300 TB60 INTEL FLIGHT Supplier Part No: 6073813	8.00 EACH	649.36000	5194.88
-----	--	--------------	-----------	---------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011508-00 FY 2020 Acct No: 1000.30.15.1510.1510.1510.0000.0000.47020. Review: Buyer: 9105fo1a Status: Approved	Page 2
--	---	--------

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/18/20	272932				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Manufacturer Part No: CP.EN. 00000262.01 Manufacturer Name: DJI Supplier Quote No: 37171:LKVL373 NIGP: UNSPSC: 43000000			
1	1000.30.15.1510.1510.1510.0000.0000.47020.			5194.88
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	ITEM: DJI MATRICE 300 BS60 BATTERY Supplier Part No: 6073825 Manufacturer Part No: CP.EN. 00000224.01 Manufacturer Name: DJI Supplier Quote No: 37171:LKVL373 NIGP: UNSPSC: 43000000	1.00 EACH	779.24000	779.24
1	1000.30.15.1510.1510.1510.0000.0000.47020.			779.24

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011508-00 FY 2020 Acct No: 1000.30.15.1510.1510.1510.0000.0000.47020. Review: Buyer: 9105fola Status: Approved	Page 3
--	---	--------

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/18/20	272932				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
004	ITEM: DJI ZENMUSE H20T SP Supplier Part No: 6073830 Manufacturer Part No: CP.ZM. 00000121.SP Manufacturer Name: DJI Supplier Quote No: 37171:LKVL373 NIGP: UNSPSC: 43000000	1.00 EACH	7536.42000	7536.42
1	1000.30.15.1510.1510.1510.0000.0000.47020.			7536.42
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011508-00 FY 2020 Acct No: 1000.30.15.1510.1510.1510.0000.0000.47020. Review: Buyer: 9105fo1a Status: Approved	Page 4
--	---	--------

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/18/20	272932				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
005	ITEM: DJI MATRICE 300 PART10 DUAL GIMBAL Supplier Part No: 6081334 Manufacturer Part No: CP.EN. 00000265.01 Manufacturer Name: DJI Supplier Quote No: 37171:LKVL373 NIGP: UNSPSC: 43000000	1.00 EACH	172.54000	172.54
1	1000.30.15.1510.1510.1510.0000.0000.47020.			172.54
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
006	ITEM: DJI WINGSLAND Z15 GIMBAL SPOTLIGHT Supplier Part No: 6073833 Manufacturer Part No: CP. QT.00002497.01 Manufacturer Name:	1.00 EACH	2295.98000	2295.98

LN	Description / Account	Qty	Unit Price	Net Price
	DJI Supplier Quote No: 37171:LKVL373 NIGP: UNSPSC: 43000000			
1	1000.30.15.1510.1510.1510.0000.0000.47020.			2295.98
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
007	ITEM: DJI MATRICE 300 PART11 UPWARD GIMBAL Supplier Part No: 6081336 Manufacturer Part No: CP. EN.00000266.01 Manufacturer Name: DJI Supplier Quote No: 37171:LKVL373 NIGP: UNSPSC: 43000000	1.00 EACH	144.71000	144.71
1	1000.30.15.1510.1510.1510.0000.0000.47020.			144.71

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011508-00 FY 2020 Acct No: 1000.30.15.1510.1510.1510.0000.0000.47020. Review: Buyer: 9105fola Status: Approved	Page 6
--	---	--------

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/18/20	1272932				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
008	ITEM: DJI 2110 folding propeller Supplier Part No: 6081331 Manufacturer Part No: CP. EN.00000270.01 Manufacturer Name: DJI Supplier Quote No: 37171:LKVL373 NIGP: UNSPSC: 43000000	2.00 EACH	73.27000	146.54
1	1000.30.15.1510.1510.1510.0000.0000.47020.			146.54
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011508-00 FY 2020 Acct No: 1000.30.15.1510.1510.1510.0000.0000.47020. Review: Buyer: 9105fo1a Status: Approved	Page 7
--	---	--------

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/18/20	272932				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
009	ITEM: DJI FLIGHTHUB PRO 1Y Supplier Part No: 6084864 Manufacturer Part No: CP.HY. 00000101.01 Manufacturer Name: DJI Supplier Quote No: 37159:LKVL373 NIGP: UNSPSC: 43000000	1.00 EACH	4181.25000	4181.25
1	1000.30.15.1510.1510.1510.0000.0000.47020. 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			4181.25

[Requisition Link](#)

Requisition Total

25799.60

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011508-00 FY 2020 Acct No: 1000.30.15.1510.1510.1510.0000.0000.47020. Review: Buyer: 9105fola Status: Approved	Page 8
--	---	--------

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/18/20	272932				FIRE ADMINISTRATION

Account	Amount	Remaining Budget
Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.47020.		
	25799.60	2531234.95
FIRE ADMINISTRATION EXP	EQUIPMENT (LESS THAN \$5000)	

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

Activity	Date	Clerk	Comment
Approved	05/19/20	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	05/19/20	DONALD ROSE	Approved by: 9105fola
Approved	05/19/20	BOBBY IRBY	Auto approved by: 910516727
Approved	05/19/20	JOHN PAINE	Auto approved by: 910516727

Authorized By: _____ Date: _____

Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve Issuance of Purchase Order to Vermeer Southeast Sales and Service Inc for a self-propeller trencher.

Amount of Contract:

\$17,290.77

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200520 Vermeer Agenda Package POs	Cover Memo	5/20/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	5/21/2020 - 10:14 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>8223</u>	2020	(F7000) MOTOR POOL	VERMEER RTX250 SELF PROPELLED PEDESTRIAN TRENCHER (SEALED BID 5403)	\$17,290.77	(<u>223500</u>) <u>VERMEER</u> <u>SOUTHEAST</u> <u>SALES AND</u> <u>SERVICE INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008223-00 FY 2020 Acct No: 2000.80.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Released	Page 1
--	---	--------

Vendor VERMEER SOUTHEAST SALES AND SERVICE INC 6691 MOBILE HIGHWAY PENSACOLA, FL 32526 Tel#407-648-1145 Fax 407-648-1149	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/20	223500	03/15/20			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	TRENCHER AS SPECIFIED: VERMEER RTX250 WALK BESIDE SELF PROPELLED TRENCHER VENDOR TO PROVIDE VERMEER RTX250 TRENCHER, AS PER MY BID #5403 AND YOUR QUOTE Additional Description Notes ----- VEMEER RTX130 PEDESTRIAN TRENCHER	1.00 EACH	17290.77000	17290.77
1	2000.80.00.0000.0000.0000.0000.47120. E E0005 .VEHICLEEXP.			17290.77

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

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

[Requisition Link](#)

Requisition Total 17290.77

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

Account	Amount	Remaining Budget
E E0005 .VEHICLEEXP.	17290.77	30288.64

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008223-00 FY 2020 Acct No: 2000.80.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Released	Page 2
--	---	--------

Vendor VERMEER SOUTHEAST SALES AND SERVICE INC 6691 MOBILE HIGHWAY PENSACOLA, FL 32526 Tel#407-648-1145 Fax 407-648-1149	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/20	223500	03/15/20			MOTOR POOL

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

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47120.		

17290.77

CAPITAL IMPROVEMENTS FUND EXP VEHICLE ACQ (GREATER \$5000)

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

Activity	Date	Clerk	Comment
Cancelled	05/20/20	JOHN PAINE	GL Allocation changed
Rejected	03/19/20	JOHN PEAVY	Not this division
Approved	03/20/20	KINA ANDREWS	Auto approved by: 910517051
Approved	03/20/20	JOHN PEAVY	
Approved	03/20/20	DORIS IRBY	Auto approved by: 910517051
Approved	03/25/20	KINA ANDREWS	Approved (per John Peavy)
Approved	03/25/20	JOHN PEAVY	Auto approved by: 910515803
Approved	03/25/20	DORIS IRBY	Auto approved by: 910515803
Approved	03/20/20	TIFFANY HOLLINS	Auto approved by: 91057604
Approved	03/20/20	MARILYN MCMILLAN	
Approved	03/20/20	RELYA MALLORY	Auto approved by: 91057604
Approved	03/25/20	TIFFANY HOLLINS	
Approved	03/25/20	MARILYN MCMILLAN	Auto approved by: 910514227
Approved	03/25/20	RELYA MALLORY	Auto approved by: 910514227
Rejected	03/21/20	JOHN PAINE	i need specs in a word documen
Queued	05/20/20	KINA ANDREWS	i need specs in a word documen
Queued	05/20/20	JOHN PEAVY	i need specs in a word documen
Queued	05/20/20	DORIS IRBY	i need specs in a word documen
Pending		TIFFANY HOLLINS	i need specs in a word documen
Pending		MARILYN MCMILLAN	i need specs in a word documen
Pending		RELYA MALLORY	i need specs in a word documen
Pending		DONNA MICHELE STANLEY	i need specs in a word documen

=====	=====
Bill To	Requisition 00008223-00 FY 2020
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 3
=====	=====

Vendor	Ship To
VERMEER SOUTHEAST SALES AND SERVICE INC	MOTOR POOL
6691 MOBILE HIGHWAY	745 BROAD STREET
	MOBILE, AL 36604
PENSACOLA, FL 32526	CARTERD@CITYOFMOBILE.ORG
Tel#407-648-1145	Delivery Reference
Fax 407-648-1149	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/20	223500	03/15/20			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Pending	DONALD ROSE	i	need specs in a word	documen
Pending	BOBBY IRBY	i	need specs in a word	documen
Pending	JOHN PAINE	i	need specs in a word	documen

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID 5403: WALK BEHIND/ WALK BESIDE SELF-PROPELLED TRENCHER	
VERMEER SOUTHEAST	DITCH WITCH
17,290.77	17,815.91
VERMEER RXT250	DITCH WITCH C30X
<u>OPTION</u> WARRANTY 386/YR	<u>OPTION</u> WARRANTY 435.00
ANNUAL SERVICE PLAN 326/YR	SERVICE PLAN 1,065 FOR 5 YRS

BID SHEET

This is Not an Order

Mailing Address:

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

Purchasing Department and Package Delivery:

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

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
03/26/2020	5403	Motor Pool	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:000 AM, Friday, April 17, 2020

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 1-2	WALK BEHIND/WALK BESIDE SELF-PROPELLED TRENCHER Walk Behind/Walk Beside Self-Propelled Trencher as per the attached minimum specifications. Make _____ Model _____ Provide literature and specifications on product bid. Upon award, the City will purchase a minimum of one (1) trencher. If a demonstration is needed, it shall be done within five (5) business days after the request of the City of Mobile Purchasing Department. Vendor shall provide training on the use of and the servicing and care of the Trencher. Vendor shall provide no less than three (3) service manuals and three (3) operator's manuals. City of Mobile Business License will be required.					
	Page 1 of 2					
			TOTAL			

Page 1 of 2

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 All vendors will be required to provide verification of Enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, Vendor may be required to have a Certificate of Authority to do Business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to the award of this bid. Pricing to be firm for a one (1) year period following the award of this bid. If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. TO BE AWARDED ALL OR NONE					
			TOTAL			

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

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

OPTIONS

Extended Warranty Plan provides pricing per year of the plan.

Provide literature on Extended Warranty.

Price per year _____

Annual Service Plan for up to five (5) years. Plan to cover all normal servicing and supplies for normal servicing of the unit.

Fluids, filters, greasing, inspection, and adjustments of the unit.
Provide literature and specifications on what is done under the service plan.

Price per year _____

SPECIFICATIONS

1 -3 Walk Behind / Walk Beside Self -Propelled Trencher or equivalent with the following MINIMUM specifications:

TRENCHER SPECIFICATIONS

YES

NO

GENERAL

1. Length: 79" (200.1 cm)

2. Width: 34.5" (87.6cm)

3. Height: 48" (121.9 cm)

4. Weight: Appx. 1550 lbs. (703 kg)

TRENCHER

5. Digging depth: 48" (121.9 cm)

6. Cutting Width: 8" (20.3 cm)

7. Auger diameter: 16"

ENGINE

8. Make/Model: Kohler Command PRO ECH740 or Equal

9. Gross horsepower: 25 hp (18.6 Kw)

10. Displacement: 45 cu-in (0.747 L)

11. Fuel type: Gas

12. Fuel tank capacity: 6.8 gal (25.7L)

13. Cooling medium: Forced air

HYDRAULIC SYSTEM

14. Hydraulic tank capacity: 8 gal. (30.3 L)

15. Hydraulic system capacity: 8.5 gal (32.2 L)

YES

NO

GROUND DRIVE

16. Ground drive type: Hydrostatic or equal

17. Max forward transport speed: 3.5 mph (5.6 km/h)

18. Max reverse transport speed: 2.5 mph (4 km/h)

19. Tie down points for trailer transport

OPTIONS

20. Extended Warranty

21. Service maintenance plan



PROCUREMENT DEPARTMENT

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

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

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

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

It is the responsibility of the bidder to insure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions. All bids are F.O.B. Destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to Toter LLC for 588 96 gal trash containers.

Amount of Contract:

\$27,572.01

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200520 Toter Agenda Package POs	Cover Memo	5/20/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	5/21/2020 - 10:13 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>11498</u>	2020	(2090B) GARBAGE COLLECTION	588 96GAL TRASH CONTAINERS (OMNIA COOPERATIVE PURCHASING AGREEMENT)	\$27,572.01	(<u>205975</u>) TOTER <u>LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011498-00 FY 2020 Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Approved
--	--

Page 1

Vendor

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

Delivery Reference
 BRENDA PARKER

Deliver To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605
 Delivery Reference
 BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/18/20	00000				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
001	TRASH CONTAINERS, 96 GALLON, DARK GREEN. Additional Description Notes	588.00 EACH	44.07000	25913.16

249-SANDSTONE BODY COLOR W/ BLK LID; HOT BODY STAMP ON BOTHSIDES, 10IN SUNBURST WHEELS, W/ CUSTOMER SERIAL NUMBER HOT STAMPED ON FRONT OF CART BODY IN WHITE; 1/3 ASSEMBLE WITH STOP BAR AND AXLE FACTORY INSTALLED; 12 YRS CART BODY WARRANTY; ALL OTHER COMPONENTS 10 YRS WARRANTY

PRICING AS PER OMNIA CONTRACT 171717 AND TOTER QUOTE # WQ-10154652

Vendor Item

Inventory Item/Loc 7227

1 1000.40.20.2070.2090.2070.0000.0000.44020. 25913.16

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

Deliver To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605
 Delivery Reference
 BRENDA PARKER

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011498-00 FY 2020 Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Approved	Page 2
--	--	--------

Vendor

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

Delivery Reference
 BRENDA PARKER

Deliver To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605
 Delivery Reference
 BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/18/20	00000				GARBAGE COLLECTION

LN Description / Account	Qty	Unit Price	Net Price
002 FREIGHT	1.00 EACH	1658.85000	1658.85
Vendor Item Inventory Item/Loc 14009			
1 1000.40.20.2070.2090.2070.0000.0000.44020.			1658.85
Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference BRENDA PARKER			
Deliver To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference BRENDA PARKER			

[Requisition Link](#)

Requisition Total 27572.01

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

Account
 1000.40.20.2070.2090.2070.0000.0000.44020.

Amount Remaining Budget

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011498-00 FY 2020 Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Approved
--	--

Page 3

Vendor

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

Delivery Reference
 BRENDA PARKER

Deliver To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605
 Delivery Reference
 BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/18/20	00000				GARBAGE COLLECTION

Account	Amount	Remaining Budget
TRASH EXP	27572.01	1465110.55
	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Approved	05/20/20	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	05/20/20	DONALD ROSE	Auto approved by: 9105paij
Approved	05/20/20	BOBBY IRBY	Auto approved by: 9105paij
Approved	05/20/20	JOHN PAINE	

Authorized By: _____ Date: _____

Signature

NEW!! WASTEQUIP MUNICIPAL FINANCE PROGRAM

Equipment loans/lines of credit at competitive rates*.

Up to 100% financing on new equipment purchases. Terms up to 10 years.

For details call: Will Kessler · Phone: 717-377-2312 · Email: wkessler@wastequip.com

*Financing subject to credit approval and other criteria, qualifications and restrictions established by Wastequip and third-party lenders. See the Wastequip Equipment Finance Application for further details.

Sell To:

Contact Name	Brenda Parker	Ship To Name	City of Mobile
Bill To Name	City of Mobile	Ship To	1900 Hurler Street
Bill To	770 Gayle St		Mobile, AL 36605
	Mobile, AL 36604-2846		USA
	USA		
Email	brenda.parker@cityofmobile.org		
Phone	(251) 208-4117		

Quote Information

Salesperson	Pascual Ramos	Created Date	5/16/2020
Salesperson Email	pramos@wastequip.com	Expiration Date	6/13/2020
Salesperson Phone	(629) 702-0074	Quote Number	WQ-10154652
			Please Reference Quote Number on all Purchase Orders

Model	Product Description	Selected Option	Description	Quantity	Sales Price	Total Price
79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	---Body Color - (249) Sandstone ---Lid Color - (200) Black ---Body Hot Stamp on Both Sides (Existing) in White ---Wheels - 10in Sunburst ---Customer Serial Number Hot Stamped on Front of Cart Body in White ---1/3 Assembled with Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	BHS: S2162	588.00	\$44.07	\$25,913.16

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$25,913.16
Shipping Terms	FOB Origin	Shipping	\$1,658.85
		Tax	\$0.00
		Grand Total	\$27,572.01

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual

prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

**Special Contract
Information**

Please Note: Pricing and Product offerings is based on the OMNIA Partners, Public Sector (subsidiaries National IPA and U.S. Communities) agreement through Toter's Contract No. 171717 as awarded by the City of Tucson on 02-01-2018. Per the terms of this contract, pricing and products are evaluated every three (3) months for price adjustments based on current market conditions, at any time without prior notice, and after City of Tucson approval. The current pricing is effective 5-1-2020 through 7-31-2020. Toter, LLC Product Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to Toter LLC for replacement trash container lids and parts.

Amount of Contract:

\$74,725.80

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200520 Toter2 Agenda Package POs	Cover Memo	5/20/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	5/21/2020 - 10:14 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>11504</u>	2020	(2090B) GARBAGE COLLECTION	500 64GAL CART LIDS, 4000 96GAL CART LIDS, LID FASTENERS AND HINGES, CART AXLES (OMNIA COOPERATIVE PURCHASING AGREEMENT)	\$74,725.80	(<u>205975</u>) TOTER <u>LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011504-00 FY 2020 Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Approved	Page 1
--	--	--------

Vendor	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605
--------	--

Delivery Reference
BRENDA PARKER

Deliver To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605
 Delivery Reference
 BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/18/20	00000				GARBAGE COLLECTION

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

General Notes

001	PRICING AS PER OMNIA CONTRACT 171717 AND TOTER QUOTE # WQ-10154868 CART LIDS; #B99764; TOTER 64 GALLON GEN II LID Additional Description Notes	500.00	15.45000	7725.00
-----	---	--------	----------	---------

WQ- 10154868
Vendor Item

1	1000.40.20.2070.2090.2070.0000.0000.44020.			7725.00
---	--	--	--	---------

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

Deliver To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605
 Delivery Reference
 BRENDA PARKER

002	CART LIDS; #B99796 - TOTER 96	4000.00	15.10000	60400.00
-----	-------------------------------	---------	----------	----------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011504-00 FY 2020 Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Approved	Page 2
--	--	--------

Vendor

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

Delivery Reference
 BRENDA PARKER

Deliver To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605
 Delivery Reference
 BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/18/20	00000				GARBAGE COLLECTION

LN	Description / Account	Qty EACH	Unit Price	Net Price
1	GALLON GEN II LID Additional Description Notes ----- WQ-10154868 Vendor Item 1000.40.20.2070.2090.2070.0000.0000.44020.			60400.00
Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference BRENDA PARKER Deliver To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference BRENDA PARKER				
003	CART STRAP CLAW HINGE FOR LID; #5197-00-0000 Additional Description Notes ----- WQ-10154868 Vendor Item	4000.00 EACH	0.23000	920.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011504-00 FY 2020 Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Approved
--	--

Page 3

Vendor

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

Delivery Reference
 BRENDA PARKER

Deliver To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605
 Delivery Reference
 BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/18/20	00000				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.40.20.2070.2090.2070.0000.0000.44020.			920.00
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference BRENDA PARKER Deliver To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference BRENDA PARKER			
004	CART TORX FASTENER FOR LID; #5610-00-M522 Additional Description Notes ----- WQ-10154868 Vendor Item	27000.00 EACH	0.04000	1080.00
1	1000.40.20.2070.2090.2070.0000.0000.44020.			1080.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011504-00 FY 2020 Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Approved	Page 4
--	--	--------

Vendor	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605
--------	--

Delivery Reference
BRENDA PARKER

Deliver To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605
 Delivery Reference
 BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/18/20	00000				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference BRENDA PARKER Deliver To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference BRENDA PARKER			
005	CART AXLE, #5679-00-ZINC; 18 1/4" X 5/8"	300.00	4.82000	1446.00
	Additional Description Notes	EACH		

	WQ-10154868			
	Vendor Item			
1	1000.40.20.2070.2090.2070.0000.0000.44020.			1446.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011504-00 FY 2020 Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Approved
--	--

Page 5

Vendor

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

Delivery Reference
 BRENDA PARKER

Deliver To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605
 Delivery Reference
 BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/18/20	00000				GARBAGE COLLECTION

LN Description / Account	Qty	Unit Price	Net Price
Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference BRENDA PARKER Deliver To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference BRENDA PARKER			
006 FREIGHT	1.00 EACH	3154.80000	3154.80
Additional Description Notes ----- WQ-10154868 Vendor Item Inventory Item/Loc 14009			
1 1000.40.20.2070.2090.2070.0000.0000.44020.			3154.80

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011504-00 FY 2020 Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Approved	Page 6
--	--	--------

Vendor

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

Delivery Reference
BRENDA PARKER

Deliver To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/18/20	00000				GARBAGE COLLECTION

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

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

Deliver To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605
Delivery Reference
BRENDA PARKER

Requisition Link

Requisition Total 74725.80

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

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.44020.	74725.80	1465110.55
TRASH EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Approved	05/20/20	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	05/20/20	DONALD ROSE	Auto approved by: 9105paij
Approved	05/20/20	BOBBY IRBY	Auto approved by: 9105paij

===== Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org =====	Requisition 00011504-00 FY 2020 Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Approved Page 7
--	--

Vendor

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

Delivery Reference
 BRENDA PARKER

Deliver To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605
 Delivery Reference
 BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/18/20	00000				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
Approved	05/20/20 JOHN PAINE			

Authorized By: _____ Date: _____
 Signature



841 Meacham Rd, Statesville, NC, 28677
 PHONE: 800-424-0422 FAX: 833-930-1124
 WQ-10154868

NEW!! WASTEQUIP MUNICIPAL FINANCE PROGRAM

Equipment loans/lines of credit at competitive rates*.

Up to 100% financing on new equipment purchases. Terms up to 10 years.

For details call: Will Kessler · Phone: 717-377-2312 · Email: wkessler@wastequip.com

*Financing subject to credit approval and other criteria, qualifications and restrictions established by Wastequip and third-party lenders. See the Wastequip Equipment Finance Application for further details.

Sell To:

Contact Name	Brenda Parker	Ship To Name	City of Mobile
Bill To Name	City of Mobile	Ship To	1900 Hurtel Street
Bill To	770 Gayle St		Mobile, AL 36605
	Mobile, AL 36604-2846		USA
	USA		
Email	brenda.parker@cityofmobile.org		
Phone	(251) 208-4117		

Quote Information

Salesperson	Pascual Ramos	Created Date	5/18/2020
Salesperson Email	pramos@wastequip.com	Expiration Date	6/17/2020
Salesperson Phone	(629) 702-0074	Quote Number	WQ-10154868
			Please Reference Quote Number on all Purchase Orders

Model	Product Description	Selected Option	Quantity	Sales Price	Total Price
B99764	Model B99764 - Toter 64 Gallon Gen II Lid	---Lid Color - (200) Black	500.00	\$15.45	\$7,725.00
B99796	Model B99796 - Toter 96 Gallon Gen II Lid	---Lid Color - (200) Black	4,000.00	\$15.10	\$60,400.00
5197-00-0000	Model 5197-00-0000 - Strap Claw Hinge for Lid		4,000.00	\$0.23	\$920.00
5610-00-M522	Model 5610-00-M522 - Torx Fastener for Lid		27,000.00	\$0.04	\$1,080.00
5679-00-ZINC	Model 5679-00-ZINC - Axle 18 1/4" x 5/8"		300.00	\$4.82	\$1,446.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$71,571.00
Shipping Terms	FOB Origin	Shipping	\$3,154.80
		Tax	\$0.00
		Grand Total	\$74,725.80

Additional Information

Additional Terms	Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: https://www.wastequip.com/terms-conditions-of-sale , as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.
Additional Information	Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning



841 Meacham Rd, Statesville, NC, 28677
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10154868

Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

**Special Contract
Information**

Please Note: Pricing and Product offerings is based on the OMNIA Partners, Public Sector (subsidiaries National IPA and U.S. Communities) agreement through Toter's Contract No. 171717 as awarded by the City of Tucson on 02-01-2018. Per the terms of this contract, pricing and products are evaluated every three (3) months for price adjustments based on current market conditions, at any time without prior notice, and after City of Tucson approval. The current pricing is effective 5-1-2020 through 7-31-2020. Toter, LLC Product Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to Autonation Ford Mobile for 4 Ford pickup trucks.

Amount of Contract:

\$112,612.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200520 Autonation Agenda Package POs	Cover Memo	5/20/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Wesch, Paul Office	Approved	5/21/2020 - 10:12 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>11085</u>	2020	(F7000) MOTOR POOL	1 FORD F150 1/2TON 2WD, 1 FORD F150 1/2TON 4WD, 2 FORD F250 3/4TON 2WD PICKUP TRUCKS (SEALED BID 5200)	\$112,612.00	<u>(270013)</u> <u>AUTONATION</u> <u>FORD MOBILE</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011085-00 FY 2020 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 1
--	--	--------

Vendor
 AUTONATION FORD MOBILE
 901 E I-65 SERVICE RD S

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36606

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#251-478-3351
 Fax 251-643-1244

Delivery Reference
 DIANE CARTER-MCCARTY

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/20	270013	05/08/20			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 TRUCK 1/2 TON PICK-UP, AS FOL LOWS: Additional Description Notes	1.00 EACH	26590.50000	26590.50

FORD F150 HALF TON CREW CAB 4X2 PICKUP TRUCK TO INCLUDE 4-CORNER LED
 STROBES, SPRAY IN LINER AND TOW PACKAGE

AS PER MY BID #5200 AND YOUR QUOTE
 Vendor Item
 Inventory Item/Loc 704

1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP0CONT .VEHICLEEXP.	26590.50
--	----------

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

Deliver To
 MOTOR POOL
 745 BROAD STREET
 MOBILE, AL 36604

002 TRUCK 1/2 TON PICK-UP, WITH 4 -WHEEL DRIVE, AS FOLLOWS: Additional Description Notes	1.00 EACH	29640.50000	29640.50
--	--------------	-------------	----------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011085-00 FY 2020 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 2
--	--	--------

Vendor
 AUTONATION FORD MOBILE
 901 E I-65 SERVICE RD S

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36606

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#251-478-3351
 Fax 251-643-1244

Delivery Reference
 DIANE CARTER-MCCARTY

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/20	270013	05/08/20			MOTOR POOL

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

FORD F150 HALF TON 4X4 SUPERCREW CAB PICK UP TRUCK.WHITE IN COLOR TO
 INCLUDE 4-CORNER LED STROBES, SPRAY IN LINER AND TOW PACKAGE

AS PER MY BID #5200 AND YOUR QUOTE
 Vendor Item
 Inventory Item/Loc 715

1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP0CONT .VEHICLEEXP.			29640.50
---	--	--	--	----------

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

Deliver To
 MOTOR POOL
 745 BROAD STREET
 MOBILE, AL 36604

003	TRUCK 3/4 TON PICK-UP AS FOLL OWS:	2.00 EACH	28190.50000	56381.00
-----	------------------------------------	--------------	-------------	----------

Additional Description Notes

FORD F250 SUPERCREW CAB 4X2 PICKUP TRUCKS.
 WHITE IN COLOR TO INCLUDE 4-CORNER LED STROBES, SPRAY IN LINER AND TOW
 PACKAGE

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011085-00 FY 2020 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 3
--	--	--------

Vendor
 AUTONATION FORD MOBILE
 901 E I-65 SERVICE RD S

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36606

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#251-478-3351
 Fax 251-643-1244

Delivery Reference
 DIANE CARTER-MCCARTY

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/20	270013	05/08/20			MOTOR POOL

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

AS PER MY BID #5200 AND YOUR QUOTE
 Vendor Item
 Inventory Item/Loc 706

1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP0CONT .VEHICLEEXP.			56381.00
--	--	--	----------

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

Deliver To
 MOTOR POOL
 745 BROAD STREET
 MOBILE, AL 36604

Requisition Link

Requisition Total	112612.00
-------------------	-----------

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

Account	Amount	Remaining Budget
E MP0CONT .VEHICLEEXP.	112612.00	17317.64

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	112612.00	1465110.55

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011085-00 FY 2020 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 4
---	--	--------

Vendor
 AUTONATION FORD MOBILE
 901 E I-65 SERVICE RD S

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36606

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#251-478-3351
 Fax 251-643-1244

Delivery Reference
 DIANE CARTER-MCCARTY

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/20	270013	05/08/20			MOTOR POOL

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

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

Activity	Date	Clerk	Comment
Approved	05/08/20	DIANE MCCARTY	
Approved	05/20/20	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	05/20/20	DONALD ROSE	Auto approved by: 9105paij
Approved	05/20/20	BOBBY IRBY	Auto approved by: 9105paij
Approved	05/20/20	JOHN PAINE	

Authorized By: _____ Date: _____
 Signature

	AutoNation	STIVERS BID	Lonnie Cobb Farm	Lonnie Farm	Humboldt
4x2 1/2 Extended	① 24480.50	25,675.65 ^{LV} 24453. ⁰⁰	27203. ⁰⁰ LV 24,730. ⁰⁰	—	24542.10 ^{LV} 22311. ⁰⁰
4x4 1/2 Extended	② 27440.50	25855.05 ^{LV} 27481. ⁰⁰	29686. ⁰⁰ LV 24,988. ⁰⁰	—	① 26,337.30 ^{LV} 23743. ⁰⁰
4x2 1/2 Crew	① 26590.50	27951.60 ^{LV} 26420. ⁰⁰	28,706.70 ^{LV} 26097. ⁰⁰	—	② 26,838.90 ^{LV} 24399. ⁰⁰
4x4 1/2 Crew	② 29640.50	31203.90 ^{LV} 29718. ⁰⁰	32,147.50 ^{LV} 29225. ⁰⁰	—	① 27519.80 ^{LV} 25018. ⁰⁰
3/4 4x2 Extended	① 26980.50	② 27372.40 ^{LV} 26085. ⁰⁰	8 FT Bed 29,857.3 ^{LV} 27143. ⁰⁰	6.5 FT Bed 29443.70 ^{LV} 26767. ⁰⁰	—
3/4 4x4 Extended	① 29440.50	② 30745.00 ^{LV} 29300. ⁰⁰	8 FT Bed 32564.40 ^{LV} 29604. ⁰⁰	6.5 FT Bed 32360.90 ^{LV} 29419. ⁰⁰	—
3/4 Crew 4x2	① 28190.50	② 29326.50 ^{LV} 27930. ⁰⁰	31077.20 ^{LV} 28252. ⁰⁰	—	—
3/4 4x4 Crew	① 30650.50	② 31506.35 ^{LV} 30387. ⁰⁰	33779.90 ^{LV} 30709. ⁰⁰	—	—

LV = Local Vendor Preference Applied as per
Alabama Bid Law. This is the adjusted
price with the LV

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: nm Buyer: 002

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

DATE 08/28/2018	BID NO. 5200	DEPARTMENT Motor Pool	Commodities to be delivered F.O.B. Mobile to: TO BE SPECIFIED
--------------------	-----------------	--------------------------	--

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Friday, September 14, 2018

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	2019 OR NEWER 1/2 and 3/4 TON PICKUP TRUCK'S					
Appx. 1-20	2019 or Newer 1/2 Ton 4x2 Extended Cab Pickup Truck or Equal as per the following MINIMUM Specifications. Make: _____ Model: _____ Model Year Bid: _____					
Appx. 1-20	2019 or Newer 1/2 Ton 4x4 Extended Cab Pickup Truck or Equal as per the following MINIMUM Specifications. Make: _____ Model: _____ Model Year Bid: _____					
Appx. 1-20	2019 or Newer 1/2 Ton 4x2 Four (4) Door Crew Cab Pickup Truck or Equal as per the following MINIMUM Specifications. Make: _____ Model: _____ Model Year Bid: _____					
Page 1 of 5			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 unopened.
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 5						
Appx. 1-20	2019 or Newer 1/2 Ton 4x4 Four (4) Door Crew Cab Pickup Truck or Equal as per the following MINIMUM Specifications. Make: _____ Model: _____ Model Year Bid: _____					
Appx. 1-20	2019 or Newer 3/4 Ton 4x2 Extended Cab Pickup Truck or Equal as per the following MINIMUM Specifications. Make: _____ Model: _____ Model Year Bid: _____					
Appx. 1-20	2019 or Newer 3/4 Ton 4x4 Extended Cab Pickup Truck or Equal as per the following MINIMUM Specifications. Make: _____ Model: _____ Model Year Bid: _____					
Appx. 1-20	2019 or Newer 3/4 Ton 4x2 Four (4) Door Crew Cab Pickup Truck or Equal as per the following MINIMUM Specifications. Make: _____ Model: _____ Model Year Bid: _____					
Appx. 1-20	2019 or Newer 3/4 Ton 4x4 Four (4) Door Crew Cab Pickup Truck or Equal as per the following MINIMUM Specifications. Make: _____ Model: _____ Model Year Bid: _____					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 5 Furnish Factory Literature and Specifications. Colors ordered may be white or red. Upon award, the City may purchase a minimum of one (1) of each of the 2019 or Newer 1/2 Ton Pickup Trucks. The City may buy up to twenty-five (20) more of each of the various pickup types listed above. Different prices for different colors not acceptable. All trucks shall be delivered with trailer package, spray in bed liner and four (4) Corner Strobe/LED Warning Lights. NOTE: Front four (4) Corner Warning Lights shall NOT be installed in headlight/turn signal/parking light fixture. Any vehicle delivered with the front four corner warning lights installed in the headlight/turn signal/parking light fixtures will be refused and only accepted once vendor replaces the light fixture with the new ones. Vehicle(s) are to be delivered with four (4) sets of fully functional keys that include the electronics and are coded to start the vehicles. Vehicle colors will be decided prior to issuance of Purchase Order. White and Red should be available along with other colors. Different prices for different colors not acceptable. Include the price of Application for Certificate of Title in your bid price. All standard items as stated in your model Literature must remain on vehicle, not removed except as noted. City of Mobile Business License Required – See Item 14 (on reverse side) All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 5 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. Vendor shall provide ALL Service and Parts Manuals for these vehicles for use by the City of Mobile. Pricing shall be good for the model year bid. At the option of the City of Mobile and the Successful Vendor, the award of this bid may be extended for two (2) additional model years. Be sure to sign and return this page including the terms and conditions on the reverse of Page 1. THE CITY OF MOBILE DOES NOT ACCEPT VENDOR'S TERMS AND CONDITIONS. TO BE AWARDED ON A PER ITEM BASIS.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 5 of 5 OPTION <u>SERVICE PLANS</u> Vehicle five (5) year/75,000 mile Service Plan to cover all manufacturers recommended serviced or scheduled items. To include, but not limited to Oil and Filter Changes, Coolant and Windshield Washer Fluids and any other Item (s) recommended to be changed or serviced during the five (5) year or 75,000 miles after receipt of vehicles by the City of Mobile. There shall be a Service Center with Drive In and Drive Out Service arranged by the Vendor to cover these items within thirty five (35) miles of the City of Mobile Police Jurisdiction. The Vendor shall provide copies of all service as it is performed to the City of Mobile Municipal Garage. Repairs that are not part of the normal Warranty and Service Contract will not be done without the approval of the City of Mobile Municipal Garage. The driver of the vehicle cannot approve repairs that are not part of the Warranty and Service Program. Option 1 – If purchased when vehicle is ordered. \$ _____ Option 2 – If purchased after vehicle has been delivered. \$ _____					
			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.

SPECIFICATIONS

1 -20 – 2019 or Newer ½ Ton 4 X 2 Extended Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	_____	_____
2. Fuel Type – Gasoline.	_____	_____
3. Wheelbase – 142.0” minimum.	_____	_____
4. Drive Type – 4 X 2.	_____	_____
5. Transmission – Automatic.	_____	_____
6. Color – White.	_____	_____
7. Dual Air Bags.	_____	_____
8. Heat and Air conditioning – Factory Installed.	_____	_____
9. Radio – AM/FM with CD Player - Factory Installed.	_____	_____
10. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	_____	_____
11. Cruise Control – Factory Installed.	_____	_____
12. Tilt Steering - Factory Installed.	_____	_____
13. Brakes – Anti-Lock Brakes.	_____	_____
14. Wheels – No Hub Caps.	_____	_____
15. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	_____	_____
16. Power Windows.	_____	_____
17. Power Door Locks.	_____	_____
18. Map Lights and Day Time Running Lights.	_____	_____
19. Camera – Rear back up camera.	_____	_____
20. Four Corner Strobes Lights.	_____	_____
21. Spray on Bedliner.	_____	_____
22. Tow Package.	_____	_____

SPECIFICATIONS

1 -20 – 2019 or Newer ½ Ton 4 X 4 Extended Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	_____	_____
2. Fuel Type – Gasoline.	_____	_____
3. Wheelbase – 142.0” minimum.	_____	_____
4. Drive Type – 4 X 2.	_____	_____
5. Transmission – Automatic.	_____	_____
6. Color – White.	_____	_____
7. Dual Air Bags.	_____	_____
8. Heat and Air conditioning – Factory Installed.	_____	_____
9. Radio – AM/FM with CD Player - Factory Installed.	_____	_____
10. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	_____	_____
11. Cruise Control – Factory Installed.	_____	_____
12. Tilt Steering - Factory Installed.	_____	_____
13. Brakes – Anti-Lock Brakes.	_____	_____
14. Wheels – No Hub Caps.	_____	_____
15. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	_____	_____
16. Power Windows.	_____	_____
17. Power Door Locks.	_____	_____
18. Map Lights and Day Time Running Lights.	_____	_____
19. Camera – Rear back up camera.	_____	_____
20. Four Corner Strobes Lights.	_____	_____
21. Spray on Bedliner.	_____	_____
22. Tow Package.	_____	_____

SPECIFICATIONS

1 -20 – 2019 or Newer ½ Ton 4 X 2 Four (4) Door Crew Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	_____	_____
2. Fuel Type – Gasoline.	_____	_____
3. Wheelbase – 142.0” minimum.	_____	_____
4. Drive Type – 4 X 2.	_____	_____
5. Transmission – Automatic.	_____	_____
6. Color – White.	_____	_____
7. Dual Air Bags.	_____	_____
8. Heat and Air conditioning – Factory Installed.	_____	_____
9. Radio – AM/FM with CD Player - Factory Installed.	_____	_____
10. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	_____	_____
11. Cruise Control – Factory Installed.	_____	_____
12. Tilt Steering - Factory Installed.	_____	_____
13. Brakes – Anti-Lock Brakes.	_____	_____
14. Wheels – No Hub Caps.	_____	_____
15. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	_____	_____
16. Power Windows.	_____	_____
17. Power Door Locks.	_____	_____
18. Map Lights and Day Time Running Lights.	_____	_____
19. Camera – Rear back up camera.	_____	_____
20. Four Corner Strobes Lights.	_____	_____
21. Spray on Bedliner.	_____	_____
22. Tow Package.	_____	_____

SPECIFICATIONS

1 -20 – 2019 or Newer ½ Ton 4 X 4 Four (4) Door Crew Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	_____	_____
2. Fuel Type – Gasoline.	_____	_____
3. Wheelbase – 142.0” minimum.	_____	_____
4. Drive Type – 4 X 4.	_____	_____
5. Transmission – Automatic.	_____	_____
6. Color – White.	_____	_____
7. Dual Air Bags.	_____	_____
8. Heat and Air conditioning – Factory Installed.	_____	_____
9. Radio – AM/FM with CD Player - Factory Installed.	_____	_____
10. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	_____	_____
11. Cruise Control – Factory Installed.	_____	_____
12. Tilt Steering - Factory Installed.	_____	_____
13. Brakes – Anti-Lock Brakes.	_____	_____
14. Wheels – No Hub Caps.	_____	_____
15. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	_____	_____
16. Power Windows.	_____	_____
17. Power Door Locks.	_____	_____
18. Map Lights and Day Time Running Lights.	_____	_____
19. Camera – Rear back up camera.	_____	_____
20. Four Corner Strokes Lights.	_____	_____
21. Spray on Bedliner.	_____	_____
22. Tow Package.	_____	_____

SPECIFICATIONS

1 -20 – 2019 or Newer ¾ Ton 4 X 2 Extended Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	☐	☐
2. Fuel Type – Gasoline.	☐	☐
3. Wheelbase – 159.8” minimum.	☐	☐
4. Drive Type – 4 X 2.	☐	☐
5. Transmission – Automatic.	☐	☐
6. Color – White.	☐	☐
7. Dual Air Bags.	☐	☐
8. Heat and Air conditioning – Factory Installed.	☐	☐
9. Radio – AM/FM with CD Player - Factory Installed.	☐	☐
10. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	☐	☐
11. Cruise Control – Factory Installed.	☐	☐
12. Tilt Steering - Factory Installed.	☐	☐
13. Brakes – Anti-Lock Brakes.	☐	☐
14. Wheels – No Hub Caps.	☐	☐
15. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	☐	☐
16. Power Windows.	☐	☐
17. Power Door Locks.	☐	☐
18. Map Lights and Day Time Running Lights.	☐	☐
19. Camera – Rear back up camera.	☐	☐
20. Four Corner Strobes Lights.	☐	☐
21. Spray on Bedliner.	☐	☐

SPECIFICATIONS

1 -20 – 2019 or Newer ¾ Ton 4 X 4 Extended Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	_____	_____
2. Fuel Type – Gasoline.	_____	_____
3. Wheelbase – 159.8” minimum.	_____	_____
4. Drive Type – 4 X 4.	_____	_____
5. Transmission – Automatic.	_____	_____
6. Color – White.	_____	_____
7. Dual Air Bags.	_____	_____
8. Heat and Air conditioning – Factory Installed.	_____	_____
9. Radio – AM/FM with CD Player - Factory Installed.	_____	_____
10. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	_____	_____
11. Cruise Control – Factory Installed.	_____	_____
12. Tilt Steering - Factory Installed.	_____	_____
13. Brakes – Anti-Lock Brakes.	_____	_____
14. Wheels – No Hub Caps.	_____	_____
15. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	_____	_____
16. Power Windows.	_____	_____
17. Power Door Locks.	_____	_____
18. Map Lights and Day Time Running Lights.	_____	_____
19. Camera – Rear back up camera.	_____	_____
20. Four Corner Strobes Lights.	_____	_____
21. Spray on Bedliner.	_____	_____

SPECIFICATIONS

1 -20 – 2019 or Newer ¾ Ton 4 X 2 Four (4) Door Crew Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	_____	_____
2. Fuel Type – Gasoline.	_____	_____
3. Wheelbase – 159.8” minimum.	_____	_____
4. Drive Type – 4 X 2.	_____	_____
5. Transmission – Automatic.	_____	_____
6. Color – White.	_____	_____
7. Dual Air Bags.	_____	_____
8. Heat and Air conditioning – Factory Installed.	_____	_____
9. Radio – AM/FM with CD Player - Factory Installed.	_____	_____
10. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	_____	_____
11. Cruise Control – Factory Installed.	_____	_____
12. Tilt Steering - Factory Installed.	_____	_____
13. Brakes – Anti-Lock Brakes.	_____	_____
14. Wheels – No Hub Caps.	_____	_____
15. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	_____	_____
16. Power Windows.	_____	_____
17. Power Door Locks.	_____	_____
18. Map Lights and Day Time Running Lights.	_____	_____
19. Camera – Rear back up camera.	_____	_____
20. Four Corner Strobes Lights.	_____	_____
21. Spray on Bedliner.	_____	_____

SPECIFICATIONS

1 -20 – 2019 or Newer ¾ Ton 4 X 4 Four (4) Door Crew Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	_____	_____
2. Fuel Type – Gasoline.	_____	_____
3. Wheelbase – 159.8” minimum.	_____	_____
4. Drive Type – 4 X 4.	_____	_____
5. Transmission – Automatic.	_____	_____
6. Color – White.	_____	_____
7. Dual Air Bags.	_____	_____
8. Heat and Air conditioning – Factory Installed.	_____	_____
9. Radio – AM/FM with CD Player - Factory Installed.	_____	_____
10. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	_____	_____
11. Cruise Control – Factory Installed.	_____	_____
12. Tilt Steering - Factory Installed.	_____	_____
13. Brakes – Anti-Lock Brakes.	_____	_____
14. Wheels – No Hub Caps.	_____	_____
15. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	_____	_____
16. Power Windows.	_____	_____
17. Power Door Locks.	_____	_____
18. Map Lights and Day Time Running Lights.	_____	_____
19. Camera – Rear back up camera.	_____	_____
20. Four Corner Strokes Lights.	_____	_____
21. Spray on Bedliner.	_____	_____



PURCHASING DEPARTMENT

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

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

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

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

It is the responsibility of the bidder to insure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions. All bids are F.O.B. Destination unless otherwise stated.

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to Autonation Ford Mobile for one pickup truck.

Amount of Contract:

\$29,640.50

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200520 Autonation2 Agenda Package POs	Cover Memo	5/20/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Wesch, Paul Office	Approved	5/21/2020 - 10:12 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>11308</u>	2020	(1510) FIRE ADMINISTRATION	1 FORD F150 4WD SUPERCREW PICKUP TRUCK (SEALED BID 5200)	\$29,640.50	<u>(270013)</u> <u>AUTONATION</u> <u>FORD MOBILE</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011308-00 FY 2020 Acct No: 6120.70.15.0000.0000.1510.0000.0000.49130. Review: Buyer: Status: Approved	Page 1
--	--	--------

Vendor AUTONATION FORD MOBILE 901 E I-65 SERVICE RD S MOBILE, AL 36606 Tel#251-478-3351 Fax 251-643-1244	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/13/20	270013				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	TRUCK 1/2 TON PICK-UP, WITH 4 -WHEEL DRIVE, AS FOLLOWS: Additional Description Notes ----- FORD F-150 SUPERCREW CAB truck white in color, vehicle to have 4 corner LED strobe lights, spray in bed liner and tow package , as per my bid #5200 and your quote. Vendor Item Inventory Item/Loc 715	1.00 EACH	29640.50000	29640.50
1	6120.70.15.0000.0000.1510.0000.0000.49130.			29640.50
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

[Requisition Link](#)

Requisition Total

29640.50

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011308-00 FY 2020 Acct No: 6120.70.15.0000.0000.1510.0000.0000.49130. Review: Buyer: Status: Approved
--	--

Page 2

Vendor
AUTONATION FORD MOBILE
901 E I-65 SERVICE RD S

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

MOBILE, AL 36606

Tel#251-478-3351
Fax 251-643-1244

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
05/13/20	270013				FIRE ADMINISTRATION

Account Account 6120.70.15.0000.0000.1510.0000.0000.49130. EMERGENCY MEDICAL SVCS EXP	Amount Amount 29640.50 UNCLASSIFIED EXPENDITURES
	Remaining Budget Remaining Budget 1069307.75

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

Activity	Date	Clerk	Comment
Approved	05/20/20	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	05/20/20	DONALD ROSE	Auto approved by: 9105paij
Approved	05/20/20	BOBBY IRBY	Auto approved by: 9105paij
Approved	05/20/20	JOHN PAINE	
Approved	05/20/20	JOHN PAINE	Auto approved by: 9105paij

Authorized By: _____ Date: _____

Signature

	AutoNation	STIVERS BID	Lonnie Cobb Farm	Lonnie Farm	Humboldt
4x2 1/2 Extended	① 24480.50	25,675.65 ^{LV} 24453. ⁰⁰	27203. ⁰⁰ LV 24,730. ⁰⁰	—	24542.10 ^{LV} 22311. ⁰⁰
4x4 1/2 Extended	② 27440.50	25855.05 ^{LV} 27481. ⁰⁰	29686. ⁰⁰ LV 24,988. ⁰⁰	—	① 26,337.30 ^{LV} 23743. ⁰⁰
4x2 1/2 Crew	① 26590.50	27951.60 ^{LV} 26420. ⁰⁰	28,706.70 ^{LV} 26097. ⁰⁰	—	② 26,838.90 ^{LV} 24399. ⁰⁰
4x4 1/2 Crew	② 29640.50	31203.90 ^{LV} 29718. ⁰⁰	32,147.50 ^{LV} 29225. ⁰⁰	—	① 27519.80 ^{LV} 25018. ⁰⁰
3/4 4x2 Extended	① 26980.50	② 27372.40 ^{LV} 26085. ⁰⁰	8 FT Bed 29,857.3 ^{LV} 27143. ⁰⁰	6.5 FT Bed 29443.70 ^{LV} 26767. ⁰⁰	—
3/4 4x4 Extended	① 29440.50	② 30745.00 ^{LV} 29300. ⁰⁰	8 FT Bed 32564.40 ^{LV} 29604. ⁰⁰	6.5 FT Bed 32360.90 ^{LV} 29419. ⁰⁰	—
3/4 Crew 4x2	① 28190.50	② 29326.50 ^{LV} 27930. ⁰⁰	31077.20 ^{LV} 28252. ⁰⁰	—	—
3/4 4x4 Crew	① 30650.50	② 31506.35 ^{LV} 30387. ⁰⁰	33779.90 ^{LV} 30709. ⁰⁰	—	—

LV = Local Vendor Preference Applied as per
Alabama Bid Law. This is the adjusted
price with the LV

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: nm Buyer: 002

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

DATE 08/28/2018	BID NO. 5200	DEPARTMENT Motor Pool	Commodities to be delivered F.O.B. Mobile to: TO BE SPECIFIED
--------------------	-----------------	--------------------------	--

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Friday, September 14, 2018

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	2019 OR NEWER 1/2 and 3/4 TON PICKUP TRUCK'S					
Appx. 1-20	2019 or Newer 1/2 Ton 4x2 Extended Cab Pickup Truck or Equal as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____ Model Year Bid: _____					
Appx. 1-20	2019 or Newer 1/2 Ton 4x4 Extended Cab Pickup Truck or Equal as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____ Model Year Bid: _____					
Appx. 1-20	2019 or Newer 1/2 Ton 4x2 Four (4) Door Crew Cab Pickup Truck or Equal as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____ Model Year Bid: _____					
Page 1 of 5			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 unopened.
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 5						
Appx. 1-20	2019 or Newer 1/2 Ton 4x4 Four (4) Door Crew Cab Pickup Truck or Equal as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____ Model Year Bid: _____					
Appx. 1-20	2019 or Newer 3/4 Ton 4x2 Extended Cab Pickup Truck or Equal as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____ Model Year Bid: _____					
Appx. 1-20	2019 or Newer 3/4 Ton 4x4 Extended Cab Pickup Truck or Equal as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____ Model Year Bid: _____					
Appx. 1-20	2019 or Newer 3/4 Ton 4x2 Four (4) Door Crew Cab Pickup Truck or Equal as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____ Model Year Bid: _____					
Appx. 1-20	2019 or Newer 3/4 Ton 4x4 Four (4) Door Crew Cab Pickup Truck or Equal as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____ Model Year Bid: _____					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 5 Furnish Factory Literature and Specifications. Colors ordered may be white or red. Upon award, the City may purchase a minimum of one (1) of each of the 2019 or Newer 1/2 Ton Pickup Trucks. The City may buy up to twenty-five (20) more of each of the various pickup types listed above. Different prices for different colors not acceptable. All trucks shall be delivered with trailer package, spray in bed liner and four (4) Corner Strobe/LED Warning Lights. NOTE: Front four (4) Corner Warning Lights shall NOT be installed in headlight/turn signal/parking light fixture. Any vehicle delivered with the front four corner warning lights installed in the headlight/turn signal/parking light fixtures will be refused and only accepted once vendor replaces the light fixture with the new ones. Vehicle(s) are to be delivered with four (4) sets of fully functional keys that include the electronics and are coded to start the vehicles. Vehicle colors will be decided prior to issuance of Purchase Order. White and Red should be available along with other colors. Different prices for different colors not acceptable. Include the price of Application for Certificate of Title in your bid price. All standard items as stated in your model Literature must remain on vehicle, not removed except as noted. City of Mobile Business License Required – See Item 14 (on reverse side) All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 5 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. Vendor shall provide ALL Service and Parts Manuals for these vehicles for use by the City of Mobile. Pricing shall be good for the model year bid. At the option of the City of Mobile and the Successful Vendor, the award of this bid may be extended for two (2) additional model years. Be sure to sign and return this page including the terms and conditions on the reverse of Page 1. THE CITY OF MOBILE DOES NOT ACCEPT VENDOR'S TERMS AND CONDITIONS. TO BE AWARDED ON A PER ITEM BASIS.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 5 of 5 OPTION <u>SERVICE PLANS</u> Vehicle five (5) year/75,000 mile Service Plan to cover all manufacturers recommended serviced or scheduled items. To include, but not limited to Oil and Filter Changes, Coolant and Windshield Washer Fluids and any other Item (s) recommended to be changed or serviced during the five (5) year or 75,000 miles after receipt of vehicles by the City of Mobile. There shall be a Service Center with Drive In and Drive Out Service arranged by the Vendor to cover these items within thirty five (35) miles of the City of Mobile Police Jurisdiction. The Vendor shall provide copies of all service as it is performed to the City of Mobile Municipal Garage. Repairs that are not part of the normal Warranty and Service Contract will not be done without the approval of the City of Mobile Municipal Garage. The driver of the vehicle cannot approve repairs that are not part of the Warranty and Service Program. Option 1 – If purchased when vehicle is ordered. \$ _____ Option 2 – If purchased after vehicle has been delivered. \$ _____					
			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.

SPECIFICATIONS

1 -20 – 2019 or Newer ½ Ton 4 X 2 Extended Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	_____	_____
2. Fuel Type – Gasoline.	_____	_____
3. Wheelbase – 142.0” minimum.	_____	_____
4. Drive Type – 4 X 2.	_____	_____
5. Transmission – Automatic.	_____	_____
6. Color – White.	_____	_____
7. Dual Air Bags.	_____	_____
8. Heat and Air conditioning – Factory Installed.	_____	_____
9. Radio – AM/FM with CD Player - Factory Installed.	_____	_____
10. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	_____	_____
11. Cruise Control – Factory Installed.	_____	_____
12. Tilt Steering - Factory Installed.	_____	_____
13. Brakes – Anti-Lock Brakes.	_____	_____
14. Wheels – No Hub Caps.	_____	_____
15. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	_____	_____
16. Power Windows.	_____	_____
17. Power Door Locks.	_____	_____
18. Map Lights and Day Time Running Lights.	_____	_____
19. Camera – Rear back up camera.	_____	_____
20. Four Corner Strobes Lights.	_____	_____
21. Spray on Bedliner.	_____	_____
22. Tow Package.	_____	_____

SPECIFICATIONS

1 -20 – 2019 or Newer ½ Ton 4 X 4 Extended Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	_____	_____
2. Fuel Type – Gasoline.	_____	_____
3. Wheelbase – 142.0” minimum.	_____	_____
4. Drive Type – 4 X 2.	_____	_____
5. Transmission – Automatic.	_____	_____
6. Color – White.	_____	_____
7. Dual Air Bags.	_____	_____
8. Heat and Air conditioning – Factory Installed.	_____	_____
9. Radio – AM/FM with CD Player - Factory Installed.	_____	_____
10. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	_____	_____
11. Cruise Control – Factory Installed.	_____	_____
12. Tilt Steering - Factory Installed.	_____	_____
13. Brakes – Anti-Lock Brakes.	_____	_____
14. Wheels – No Hub Caps.	_____	_____
15. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	_____	_____
16. Power Windows.	_____	_____
17. Power Door Locks.	_____	_____
18. Map Lights and Day Time Running Lights.	_____	_____
19. Camera – Rear back up camera.	_____	_____
20. Four Corner Strobes Lights.	_____	_____
21. Spray on Bedliner.	_____	_____
22. Tow Package.	_____	_____

SPECIFICATIONS

1 -20 – 2019 or Newer ½ Ton 4 X 2 Four (4) Door Crew Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	_____	_____
2. Fuel Type – Gasoline.	_____	_____
3. Wheelbase – 142.0” minimum.	_____	_____
4. Drive Type – 4 X 2.	_____	_____
5. Transmission – Automatic.	_____	_____
6. Color – White.	_____	_____
7. Dual Air Bags.	_____	_____
8. Heat and Air conditioning – Factory Installed.	_____	_____
9. Radio – AM/FM with CD Player - Factory Installed.	_____	_____
10. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	_____	_____
11. Cruise Control – Factory Installed.	_____	_____
12. Tilt Steering - Factory Installed.	_____	_____
13. Brakes – Anti-Lock Brakes.	_____	_____
14. Wheels – No Hub Caps.	_____	_____
15. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	_____	_____
16. Power Windows.	_____	_____
17. Power Door Locks.	_____	_____
18. Map Lights and Day Time Running Lights.	_____	_____
19. Camera – Rear back up camera.	_____	_____
20. Four Corner Strobes Lights.	_____	_____
21. Spray on Bedliner.	_____	_____
22. Tow Package.	_____	_____

SPECIFICATIONS

1 -20 – 2019 or Newer ½ Ton 4 X 4 Four (4) Door Crew Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	_____	_____
2. Fuel Type – Gasoline.	_____	_____
3. Wheelbase – 142.0” minimum.	_____	_____
4. Drive Type – 4 X 4.	_____	_____
5. Transmission – Automatic.	_____	_____
6. Color – White.	_____	_____
7. Dual Air Bags.	_____	_____
8. Heat and Air conditioning – Factory Installed.	_____	_____
9. Radio – AM/FM with CD Player - Factory Installed.	_____	_____
10. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	_____	_____
11. Cruise Control – Factory Installed.	_____	_____
12. Tilt Steering - Factory Installed.	_____	_____
13. Brakes – Anti-Lock Brakes.	_____	_____
14. Wheels – No Hub Caps.	_____	_____
15. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	_____	_____
16. Power Windows.	_____	_____
17. Power Door Locks.	_____	_____
18. Map Lights and Day Time Running Lights.	_____	_____
19. Camera – Rear back up camera.	_____	_____
20. Four Corner Strobes Lights.	_____	_____
21. Spray on Bedliner.	_____	_____
22. Tow Package.	_____	_____

SPECIFICATIONS

1 -20 – 2019 or Newer ¾ Ton 4 X 2 Extended Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	☐	☐
2. Fuel Type – Gasoline.	☐	☐
3. Wheelbase – 159.8” minimum.	☐	☐
4. Drive Type – 4 X 2.	☐	☐
5. Transmission – Automatic.	☐	☐
6. Color – White.	☐	☐
7. Dual Air Bags.	☐	☐
8. Heat and Air conditioning – Factory Installed.	☐	☐
9. Radio – AM/FM with CD Player - Factory Installed.	☐	☐
10. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	☐	☐
11. Cruise Control – Factory Installed.	☐	☐
12. Tilt Steering - Factory Installed.	☐	☐
13. Brakes – Anti-Lock Brakes.	☐	☐
14. Wheels – No Hub Caps.	☐	☐
15. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	☐	☐
16. Power Windows.	☐	☐
17. Power Door Locks.	☐	☐
18. Map Lights and Day Time Running Lights.	☐	☐
19. Camera – Rear back up camera.	☐	☐
20. Four Corner Strobes Lights.	☐	☐
21. Spray on Bedliner.	☐	☐

SPECIFICATIONS

1 -20 – 2019 or Newer ¾ Ton 4 X 4 Extended Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	_____	_____
2. Fuel Type – Gasoline.	_____	_____
3. Wheelbase – 159.8” minimum.	_____	_____
4. Drive Type – 4 X 4.	_____	_____
5. Transmission – Automatic.	_____	_____
6. Color – White.	_____	_____
7. Dual Air Bags.	_____	_____
8. Heat and Air conditioning – Factory Installed.	_____	_____
9. Radio – AM/FM with CD Player - Factory Installed.	_____	_____
10. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	_____	_____
11. Cruise Control – Factory Installed.	_____	_____
12. Tilt Steering - Factory Installed.	_____	_____
13. Brakes – Anti-Lock Brakes.	_____	_____
14. Wheels – No Hub Caps.	_____	_____
15. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	_____	_____
16. Power Windows.	_____	_____
17. Power Door Locks.	_____	_____
18. Map Lights and Day Time Running Lights.	_____	_____
19. Camera – Rear back up camera.	_____	_____
20. Four Corner Strobes Lights.	_____	_____
21. Spray on Bedliner.	_____	_____

SPECIFICATIONS

1 -20 – 2019 or Newer ¾ Ton 4 X 2 Four (4) Door Crew Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	_____	_____
2. Fuel Type – Gasoline.	_____	_____
3. Wheelbase – 159.8” minimum.	_____	_____
4. Drive Type – 4 X 2.	_____	_____
5. Transmission – Automatic.	_____	_____
6. Color – White.	_____	_____
7. Dual Air Bags.	_____	_____
8. Heat and Air conditioning – Factory Installed.	_____	_____
9. Radio – AM/FM with CD Player - Factory Installed.	_____	_____
10. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	_____	_____
11. Cruise Control – Factory Installed.	_____	_____
12. Tilt Steering - Factory Installed.	_____	_____
13. Brakes – Anti-Lock Brakes.	_____	_____
14. Wheels – No Hub Caps.	_____	_____
15. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	_____	_____
16. Power Windows.	_____	_____
17. Power Door Locks.	_____	_____
18. Map Lights and Day Time Running Lights.	_____	_____
19. Camera – Rear back up camera.	_____	_____
20. Four Corner Strobes Lights.	_____	_____
21. Spray on Bedliner.	_____	_____

SPECIFICATIONS

1 -20 – 2019 or Newer ¾ Ton 4 X 4 Four (4) Door Crew Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	_____	_____
2. Fuel Type – Gasoline.	_____	_____
3. Wheelbase – 159.8” minimum.	_____	_____
4. Drive Type – 4 X 4.	_____	_____
5. Transmission – Automatic.	_____	_____
6. Color – White.	_____	_____
7. Dual Air Bags.	_____	_____
8. Heat and Air conditioning – Factory Installed.	_____	_____
9. Radio – AM/FM with CD Player - Factory Installed.	_____	_____
10. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	_____	_____
11. Cruise Control – Factory Installed.	_____	_____
12. Tilt Steering - Factory Installed.	_____	_____
13. Brakes – Anti-Lock Brakes.	_____	_____
14. Wheels – No Hub Caps.	_____	_____
15. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	_____	_____
16. Power Windows.	_____	_____
17. Power Door Locks.	_____	_____
18. Map Lights and Day Time Running Lights.	_____	_____
19. Camera – Rear back up camera.	_____	_____
20. Four Corner Strobes Lights.	_____	_____
21. Spray on Bedliner.	_____	_____



PURCHASING DEPARTMENT

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

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

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

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

It is the responsibility of the bidder to insure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions. All bids are F.O.B. Destination unless otherwise stated.

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve purchase of 2 Ford 1/2 Ton 4x2 pickup trucks.

Amount of Contract:

\$53,181.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200406 Autonation Agenda Package Bids	Cover Memo	4/6/2020

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	5/21/2020 - 12:19 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>9161</u>	2020	(F7000) MOTOR POOL	2 2020 FORD 4X2 PICKUP TRUCKS (SEALED BID 5200)	\$53,181.00	<u>(270013)</u> <u>AUTONATION</u> <u>FORD MOBILE</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009161-00 FY 2020 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 1
--	--	--------

Vendor
 AUTONATION FORD MOBILE
 901 E I-65 SERVICE RD S

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36606

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#251-478-3351
 Fax 251-643-1244

Delivery Reference
 DIANE CARTER-MCCARTY

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/30/20	270013	03/30/20			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 TRUCK 1/2 TON PICK-UP, AS FOL	2.00	26590.50000	53181.00
LOWS:	EACH		

Additional Description Notes

2020 FORD 4X2 PICKUP TRUCK.

TO INCLUDE TRAILER / TOW PACKAGE. SPRAY IN BED LINER AND 4 CORNER LED STROBE WARNING LIGHTS.

AS PER MY BID #5200 AND YOUR QUOTE

Vendor Item

Inventory Item/Loc 704

1 7000.40.20.0000.0000.2070.0000.0000.47120.
 E MP01530 .VEHICLEEXP.

53181.00

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

Deliver To
 MOTOR POOL
 745 BROAD STREET
 MOBILE, AL 36604

[Requisition Link](#)

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009161-00 FY 2020 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 2
---	--	--------

Vendor
 AUTONATION FORD MOBILE
 901 E I-65 SERVICE RD S

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36606

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#251-478-3351
 Fax 251-643-1244

Delivery Reference
 DIANE CARTER-MCCARTY

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/30/20	270013	03/30/20			MOTOR POOL

LN Description / Account	Requisition Total	Qty	Unit Price	Net Price
				53181.00

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

Account	Amount	Remaining Budget
E MP01530 .VEHICLEEXP.	53181.00	1483127.32

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	53181.00	
MOTOR POOL EXP		VEHICLE ACQ (GREATER \$5000)

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

Activity	Date	Clerk	Comment
Approved	03/31/20	DIANE MCCARTY	
Approved	04/01/20	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	04/01/20	DONALD ROSE	Auto approved by: 9105paij
Approved	04/01/20	BOBBY IRBY	Auto approved by: 9105paij
Approved	04/01/20	JOHN PAINE	

Authorized By: _____ Date: _____
 Signature

	AutoNation	STIVERS BID	Lonnie Cobb Farm	Lonnie Farm	Humboldt
4x2 1/2 Extended	① 24480.50	25,675.65 ^{LV} 24453. ⁰⁰	27203. ⁰⁰ LV 24,730. ⁰⁰	—	24542.10 ^{LV} 22311. ⁰⁰
4x4 1/2 Extended	② 27440.50	25855.05 ^{LV} 27481. ⁰⁰	29686. ⁰⁰ LV 24,988. ⁰⁰	—	① 26,337.30 ^{LV} 23743. ⁰⁰
4x2 1/2 Crew	① 26590.50	27951.60 ^{LV} 26420. ⁰⁰	28,706.70 ^{LV} 26097. ⁰⁰	—	② 26,838.90 ^{LV} 24399. ⁰⁰
4x4 1/2 Crew	② 29640.50	31203.90 ^{LV} 29718. ⁰⁰	32,147.50 ^{LV} 29225. ⁰⁰	—	① 27519.80 ^{LV} 25018. ⁰⁰
3/4 4x2 Extended	① 26980.50	② 27872.40 ^{LV} 26085. ⁰⁰	8 FT Bed 29,857.3 ^{LV} 27143. ⁰⁰	6.5 FT Bed 29443.70 ^{LV} 26767. ⁰⁰	—
3/4 4x4 Extended	① 29440.50	② 30745.00 ^{LV} 29300. ⁰⁰	8 FT Bed 32564.40 ^{LV} 29604. ⁰⁰	6.5 FT Bed 32360.90 ^{LV} 29419. ⁰⁰	—
3/4 Crew 4x2	① 28190.50	② 29326.50 ^{LV} 27930. ⁰⁰	31077.20 ^{LV} 28252. ⁰⁰	—	—
3/4 4x4 Crew	① 30650.50	② 31506.35 ^{LV} 30387. ⁰⁰	33779.90 ^{LV} 30709. ⁰⁰	—	—

LV = Local Vendor Preference Applied as per
Alabama Bid Law. This is the adjusted
price with the LV

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: nm Buyer: 002

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

DATE 08/28/2018	BID NO. 5200	DEPARTMENT Motor Pool	Commodities to be delivered F.O.B. Mobile to: TO BE SPECIFIED
--------------------	-----------------	--------------------------	--

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Friday, September 14, 2018

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	2019 OR NEWER 1/2 and 3/4 TON PICKUP TRUCK'S					
Appx. 1-20	2019 or Newer 1/2 Ton 4x2 Extended Cab Pickup Truck or Equal as per the following MINIMUM Specifications. Make: _____ Model: _____ Model Year Bid: _____					
Appx. 1-20	2019 or Newer 1/2 Ton 4x4 Extended Cab Pickup Truck or Equal as per the following MINIMUM Specifications. Make: _____ Model: _____ Model Year Bid: _____					
Appx. 1-20	2019 or Newer 1/2 Ton 4x2 Four (4) Door Crew Cab Pickup Truck or Equal as per the following MINIMUM Specifications. Make: _____ Model: _____ Model Year Bid: _____					
Page 1 of 5			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 unopened.
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 5						
Appx. 1-20	2019 or Newer 1/2 Ton 4x4 Four (4) Door Crew Cab Pickup Truck or Equal as per the following MINIMUM Specifications. Make: _____ Model: _____ Model Year Bid: _____					
Appx. 1-20	2019 or Newer 3/4 Ton 4x2 Extended Cab Pickup Truck or Equal as per the following MINIMUM Specifications. Make: _____ Model: _____ Model Year Bid: _____					
Appx. 1-20	2019 or Newer 3/4 Ton 4x4 Extended Cab Pickup Truck or Equal as per the following MINIMUM Specifications. Make: _____ Model: _____ Model Year Bid: _____					
Appx. 1-20	2019 or Newer 3/4 Ton 4x2 Four (4) Door Crew Cab Pickup Truck or Equal as per the following MINIMUM Specifications. Make: _____ Model: _____ Model Year Bid: _____					
Appx. 1-20	2019 or Newer 3/4 Ton 4x4 Four (4) Door Crew Cab Pickup Truck or Equal as per the following MINIMUM Specifications. Make: _____ Model: _____ Model Year Bid: _____					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 5 Furnish Factory Literature and Specifications. Colors ordered may be white or red. Upon award, the City may purchase a minimum of one (1) of each of the 2019 or Newer 1/2 Ton Pickup Trucks. The City may buy up to twenty-five (20) more of each of the various pickup types listed above. Different prices for different colors not acceptable. All trucks shall be delivered with trailer package, spray in bed liner and four (4) Corner Strobe/LED Warning Lights. NOTE: Front four (4) Corner Warning Lights shall NOT be installed in headlight/turn signal/parking light fixture. Any vehicle delivered with the front four corner warning lights installed in the headlight/turn signal/parking light fixtures will be refused and only accepted once vendor replaces the light fixture with the new ones. Vehicle(s) are to be delivered with four (4) sets of fully functional keys that include the electronics and are coded to start the vehicles. Vehicle colors will be decided prior to issuance of Purchase Order. White and Red should be available along with other colors. Different prices for different colors not acceptable. Include the price of Application for Certificate of Title in your bid price. All standard items as stated in your model Literature must remain on vehicle, not removed except as noted. City of Mobile Business License Required – See Item 14 (on reverse side) All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 5 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. Vendor shall provide ALL Service and Parts Manuals for these vehicles for use by the City of Mobile. Pricing shall be good for the model year bid. At the option of the City of Mobile and the Successful Vendor, the award of this bid may be extended for two (2) additional model years. Be sure to sign and return this page including the terms and conditions on the reverse of Page 1. THE CITY OF MOBILE DOES NOT ACCEPT VENDOR'S TERMS AND CONDITIONS. TO BE AWARDED ON A PER ITEM BASIS.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 5 of 5 OPTION <u>SERVICE PLANS</u> Vehicle five (5) year/75,000 mile Service Plan to cover all manufacturers recommended serviced or scheduled items. To include, but not limited to Oil and Filter Changes, Coolant and Windshield Washer Fluids and any other Item (s) recommended to be changed or serviced during the five (5) year or 75,000 miles after receipt of vehicles by the City of Mobile. There shall be a Service Center with Drive In and Drive Out Service arranged by the Vendor to cover these items within thirty five (35) miles of the City of Mobile Police Jurisdiction. The Vendor shall provide copies of all service as it is performed to the City of Mobile Municipal Garage. Repairs that are not part of the normal Warranty and Service Contract will not be done without the approval of the City of Mobile Municipal Garage. The driver of the vehicle cannot approve repairs that are not part of the Warranty and Service Program. Option 1 – If purchased when vehicle is ordered. \$ _____ Option 2 – If purchased after vehicle has been delivered. \$ _____					
			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.

SPECIFICATIONS

1 -20 – 2019 or Newer ½ Ton 4 X 2 Extended Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	_____	_____
2. Fuel Type – Gasoline.	_____	_____
3. Wheelbase – 142.0” minimum.	_____	_____
4. Drive Type – 4 X 2.	_____	_____
5. Transmission – Automatic.	_____	_____
6. Color – White.	_____	_____
7. Dual Air Bags.	_____	_____
8. Heat and Air conditioning – Factory Installed.	_____	_____
9. Radio – AM/FM with CD Player - Factory Installed.	_____	_____
10. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	_____	_____
11. Cruise Control – Factory Installed.	_____	_____
12. Tilt Steering - Factory Installed.	_____	_____
13. Brakes – Anti-Lock Brakes.	_____	_____
14. Wheels – No Hub Caps.	_____	_____
15. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	_____	_____
16. Power Windows.	_____	_____
17. Power Door Locks.	_____	_____
18. Map Lights and Day Time Running Lights.	_____	_____
19. Camera – Rear back up camera.	_____	_____
20. Four Corner Strokes Lights.	_____	_____
21. Spray on Bedliner.	_____	_____
22. Tow Package.	_____	_____

SPECIFICATIONS

1 -20 – 2019 or Newer ½ Ton 4 X 4 Extended Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	_____	_____
2. Fuel Type – Gasoline.	_____	_____
3. Wheelbase – 142.0” minimum.	_____	_____
4. Drive Type – 4 X 2.	_____	_____
5. Transmission – Automatic.	_____	_____
6. Color – White.	_____	_____
7. Dual Air Bags.	_____	_____
8. Heat and Air conditioning – Factory Installed.	_____	_____
9. Radio – AM/FM with CD Player - Factory Installed.	_____	_____
10. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	_____	_____
11. Cruise Control – Factory Installed.	_____	_____
12. Tilt Steering - Factory Installed.	_____	_____
13. Brakes – Anti-Lock Brakes.	_____	_____
14. Wheels – No Hub Caps.	_____	_____
15. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	_____	_____
16. Power Windows.	_____	_____
17. Power Door Locks.	_____	_____
18. Map Lights and Day Time Running Lights.	_____	_____
19. Camera – Rear back up camera.	_____	_____
20. Four Corner Strobes Lights.	_____	_____
21. Spray on Bedliner.	_____	_____
22. Tow Package.	_____	_____

SPECIFICATIONS

1 -20 – 2019 or Newer ½ Ton 4 X 2 Four (4) Door Crew Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	_____	_____
2. Fuel Type – Gasoline.	_____	_____
3. Wheelbase – 142.0” minimum.	_____	_____
4. Drive Type – 4 X 2.	_____	_____
5. Transmission – Automatic.	_____	_____
6. Color – White.	_____	_____
7. Dual Air Bags.	_____	_____
8. Heat and Air conditioning – Factory Installed.	_____	_____
9. Radio – AM/FM with CD Player - Factory Installed.	_____	_____
10. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	_____	_____
11. Cruise Control – Factory Installed.	_____	_____
12. Tilt Steering - Factory Installed.	_____	_____
13. Brakes – Anti-Lock Brakes.	_____	_____
14. Wheels – No Hub Caps.	_____	_____
15. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	_____	_____
16. Power Windows.	_____	_____
17. Power Door Locks.	_____	_____
18. Map Lights and Day Time Running Lights.	_____	_____
19. Camera – Rear back up camera.	_____	_____
20. Four Corner Strobes Lights.	_____	_____
21. Spray on Bedliner.	_____	_____
22. Tow Package.	_____	_____

SPECIFICATIONS

1 -20 – 2019 or Newer ½ Ton 4 X 4 Four (4) Door Crew Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	_____	_____
2. Fuel Type – Gasoline.	_____	_____
3. Wheelbase – 142.0” minimum.	_____	_____
4. Drive Type – 4 X 4.	_____	_____
5. Transmission – Automatic.	_____	_____
6. Color – White.	_____	_____
7. Dual Air Bags.	_____	_____
8. Heat and Air conditioning – Factory Installed.	_____	_____
9. Radio – AM/FM with CD Player - Factory Installed.	_____	_____
10. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	_____	_____
11. Cruise Control – Factory Installed.	_____	_____
12. Tilt Steering - Factory Installed.	_____	_____
13. Brakes – Anti-Lock Brakes.	_____	_____
14. Wheels – No Hub Caps.	_____	_____
15. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	_____	_____
16. Power Windows.	_____	_____
17. Power Door Locks.	_____	_____
18. Map Lights and Day Time Running Lights.	_____	_____
19. Camera – Rear back up camera.	_____	_____
20. Four Corner Strobes Lights.	_____	_____
21. Spray on Bedliner.	_____	_____
22. Tow Package.	_____	_____

SPECIFICATIONS

1 -20 – 2019 or Newer ¾ Ton 4 X 2 Extended Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	☐	☐
2. Fuel Type – Gasoline.	☐	☐
3. Wheelbase – 159.8” minimum.	☐	☐
4. Drive Type – 4 X 2.	☐	☐
5. Transmission – Automatic.	☐	☐
6. Color – White.	☐	☐
7. Dual Air Bags.	☐	☐
8. Heat and Air conditioning – Factory Installed.	☐	☐
9. Radio – AM/FM with CD Player - Factory Installed.	☐	☐
10. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	☐	☐
11. Cruise Control – Factory Installed.	☐	☐
12. Tilt Steering - Factory Installed.	☐	☐
13. Brakes – Anti-Lock Brakes.	☐	☐
14. Wheels – No Hub Caps.	☐	☐
15. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	☐	☐
16. Power Windows.	☐	☐
17. Power Door Locks.	☐	☐
18. Map Lights and Day Time Running Lights.	☐	☐
19. Camera – Rear back up camera.	☐	☐
20. Four Corner Strobes Lights.	☐	☐
21. Spray on Bedliner.	☐	☐

SPECIFICATIONS

1 -20 – 2019 or Newer ¾ Ton 4 X 4 Extended Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	_____	_____
2. Fuel Type – Gasoline.	_____	_____
3. Wheelbase – 159.8” minimum.	_____	_____
4. Drive Type – 4 X 4.	_____	_____
5. Transmission – Automatic.	_____	_____
6. Color – White.	_____	_____
7. Dual Air Bags.	_____	_____
8. Heat and Air conditioning – Factory Installed.	_____	_____
9. Radio – AM/FM with CD Player - Factory Installed.	_____	_____
10. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	_____	_____
11. Cruise Control – Factory Installed.	_____	_____
12. Tilt Steering - Factory Installed.	_____	_____
13. Brakes – Anti-Lock Brakes.	_____	_____
14. Wheels – No Hub Caps.	_____	_____
15. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	_____	_____
16. Power Windows.	_____	_____
17. Power Door Locks.	_____	_____
18. Map Lights and Day Time Running Lights.	_____	_____
19. Camera – Rear back up camera.	_____	_____
20. Four Corner Strobes Lights.	_____	_____
21. Spray on Bedliner.	_____	_____

SPECIFICATIONS

1 -20 – 2019 or Newer ¾ Ton 4 X 2 Four (4) Door Crew Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	_____	_____
2. Fuel Type – Gasoline.	_____	_____
3. Wheelbase – 159.8” minimum.	_____	_____
4. Drive Type – 4 X 2.	_____	_____
5. Transmission – Automatic.	_____	_____
6. Color – White.	_____	_____
7. Dual Air Bags.	_____	_____
8. Heat and Air conditioning – Factory Installed.	_____	_____
9. Radio – AM/FM with CD Player - Factory Installed.	_____	_____
10. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	_____	_____
11. Cruise Control – Factory Installed.	_____	_____
12. Tilt Steering - Factory Installed.	_____	_____
13. Brakes – Anti-Lock Brakes.	_____	_____
14. Wheels – No Hub Caps.	_____	_____
15. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	_____	_____
16. Power Windows.	_____	_____
17. Power Door Locks.	_____	_____
18. Map Lights and Day Time Running Lights.	_____	_____
19. Camera – Rear back up camera.	_____	_____
20. Four Corner Strobes Lights.	_____	_____
21. Spray on Bedliner.	_____	_____

SPECIFICATIONS

1 -20 – 2019 or Newer ¾ Ton 4 X 4 Four (4) Door Crew Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	_____	_____
2. Fuel Type – Gasoline.	_____	_____
3. Wheelbase – 159.8” minimum.	_____	_____
4. Drive Type – 4 X 4.	_____	_____
5. Transmission – Automatic.	_____	_____
6. Color – White.	_____	_____
7. Dual Air Bags.	_____	_____
8. Heat and Air conditioning – Factory Installed.	_____	_____
9. Radio – AM/FM with CD Player - Factory Installed.	_____	_____
10. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	_____	_____
11. Cruise Control – Factory Installed.	_____	_____
12. Tilt Steering - Factory Installed.	_____	_____
13. Brakes – Anti-Lock Brakes.	_____	_____
14. Wheels – No Hub Caps.	_____	_____
15. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	_____	_____
16. Power Windows.	_____	_____
17. Power Door Locks.	_____	_____
18. Map Lights and Day Time Running Lights.	_____	_____
19. Camera – Rear back up camera.	_____	_____
20. Four Corner Strobes Lights.	_____	_____
21. Spray on Bedliner.	_____	_____



PURCHASING DEPARTMENT

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

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

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

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

It is the responsibility of the bidder to insure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions. All bids are F.O.B. Destination unless otherwise stated.

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to Ward International Trucks LLC for four trash shuttle trucks.

Amount of Contract:

\$399,596.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200520 Ward Agenda Package POs	Cover Memo	5/20/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	5/21/2020 - 10:14 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>7817</u>	2020	(F7000) MOTOR POOL	4 2021 INTERNATIONAL MV607 TRASH SHUTTLE TRUCKS (SEALED BID 5404)	\$399,596.00	<u>(232872) WARD INTERNATIONAL TRUCKS LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007817-00 FY 2020 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 1
--	--	--------

Vendor
 WARD INTERNATIONAL TRUCKS LLC
 P O BOX 5375

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36605

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#251-433-5616
 Fax 251-433-5617

Delivery Reference
 DIANE CARTER-MCCARTY

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/06/20	232872	03/06/20			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 SHUTTLE TRUCK AS SPECIFIED: REGULAR CAB SHUTTLE TRUCK WITH CUMMINGS ENGINE, AUTOMATIC TRANSMISSION, WET LINE KIT AND TOW PACKAGE VENDOR TO PROVIDE 2021 INTERNATIONAL MV607 WITH CUMMINS B6.7 ENGINE, AUTOMATIC TRANSMISSION, AND TRUCK EQUIPMENT SALES WET LINE AND TOW PACKAGE KITS. AS PER MY BID #5404 AND YOUR QUOTE	4.00 EACH	99899.00000	399596.00

Additional Description Notes

2020 HINO OR EQUIVALENT REGULAR CAB SHUTTLE TRUCK WITH CUMMINGS ENGINE.
 REQUESTED BY PUBLIC WORKS TRASH AND GARBAGE DEPARTMENT.

1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP02070 .VEHICLEEXP.	399596.00
--	-----------

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

Deliver To
 MOTOR POOL
 745 BROAD STREET
 MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007817-00 FY 2020 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 2
--	--	--------

Vendor WARD INTERNATIONAL TRUCKS LLC P O BOX 5375 MOBILE, AL 36605 Tel#251-433-5616 Fax 251-433-5617	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/06/20	1232872	03/06/20			MOTOR POOL

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

Requisition Link

Requisition Total	399596.00
-------------------	-----------

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

Account	Amount	Remaining Budget
E MP02070 .VEHICLEEXP.	399596.00	402504.64

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	399596.00	1069307.75
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
CCancelled	05/19/20	JOHN PAINE	GL Allocation changed
Approved	03/08/20	DIANE MCCARTY	
Approved	05/19/20	DIANE MCCARTY	
Approved	05/20/20	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	05/20/20	DONALD ROSE	Auto approved by: 9105paij
Approved	05/20/20	BOBBY IRBY	Auto approved by: 9105paij
Approved	05/20/20	JOHN PAINE	

Authorized By: _____ Date: _____

Signature

BID TABULATION FOR BID # 5404

	Empire Truck Sales	Truckworx Kenworth	Ward International	Dixie Trucks	Rush Truck Center	Sanson Equipment
Shuttle Total	\$107,955.00	\$106,285.89	\$99,899.00	\$103,889.00	\$104,375.50	\$109,962.00
	Freightliner M-2 106	Kenworth T370	International MV607	HINO L Series	Peterbilt 337	HINO L7 Series
	Shuttle Package	Shuttle Package	Shuttle Package	Shuttle Package	Shuttle Package	Shuttle Package
	Truck Equipment	PTO/Dump	Truck Equipment Sales	Ingram	Truck Equipment Sales	No filter tank to pump indicated
		SAF-Holland PH-210RN11 Pintle	No filter between tank and pump	Wet Line and Tow Package	No filter Tank to pump	



ADDENDUM #3

April 30, 2020

RE: City of Mobile Bid #5404 for Cab and Chassis with Hydraulic Wet Line Kit and Trailer Package

Please consider the following to be Addendum to City of Mobile Bid #5404 for Cab and Chassis with Hydraulic Wet Line Kit and Trailer Package.

ADD

The Chassis/Frame Area between the concrete weight box and the Headache Rack shall be covered with tread plate.

Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'JP', is written over the printed name 'John Paine'.

John Paine
Purchasing Agent
City of Mobile
JP/en



ADDENDUM #2

April 20, 2020

RE: City of Mobile Bid #5404 for Cab and Chassis with Hydraulic Wet Line Kit and Trailer Package

Please consider the following to be Addendum #2 to City of Mobile Bid #5404 for Cab and Chassis with Hydraulic Wet Line Kit and Trailer Package.

Additional photos are attached and uploaded for the last Wet Line Kits and Trailer Package better showing the concrete weight box and headache rack.

Thank you for your consideration in this matter.

Sincerely,


John Paine
Purchasing Agent
City of Mobile
JP/en











ADDENDUM

April 15, 2020

RE: City of Mobile Bid #5404 for Cab and Chassis with Hydraulic Wet Line Kit and Trailer Package

Please consider the following to be addendum to City of Mobile Bid #5404 for Cab and Chassis with Hydraulic Wet Line Kit and Trailer Package.

CHANGE

Bid Opening Date

From: 11:30 AM, FRIDAY, APRIL 17, 2020

To: 11:30 AM, FRIDAY, MAY 8, 2020

ADD

Trailer Towing Package shall be a Pintle Hitch type.

ADD

Pintle Hitch shall have a SAF-Holland model PH-210RN11 Pintle Hitch.

TOW PACKAGE

Add: Concrete weight box shall be provided empty but secured to chassis. Box size shall be no less than 16" tall x 84" long x 23" wide. Vendor shall provide a formed lid that will fit over the concrete weight box. Lid is not to be attached. City will fill box and attach lid.

Add: There shall be a filter placed between the Hydraulic Tank and the Hydraulic Pump. There shall also be a filter on the return line from the wet line return line from the trailer to the hydraulic tank.



CHASSIS SERVICE PLAN

Add: At each quarterly service period, the oil filters on the Wet Line Kit Hydraulic System shall be changed.

We have attached to the online announcement <https://www.cityofmobile.org/bids/?bid=2235> photos for our current set up with the Pintle Hitch currently in use. Note we are making changes to these set ups with this bid.

Thank you for your consideration in this matter.

Sincerely,



John Paine
Purchasing Agent
City of Mobile
JP/en

BID SHEET

This is Not an Order

Mailing Address:

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

**Purchasing Department
and Package Delivery:**

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

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
03/26/2020	5404	Motor Pool	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:30 AM, Friday, April 17, 2020

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 1-10	CAB AND CHASSIS WITH HYDRAULIC WET LINE KIT AND TRAILER PACKAGE Current model Cab and Chassis to be provided with Hydraulic Wet Line Kit and Trailer Towing package to include five (5) year service plan as per the following and attached specifications. Year _____ Make _____ Model _____ Engine _____ Hydraulic Kit _____ Trailer Package _____ Provide literature and specifications on product bid. Upon award, the City will purchase a minimum of two (2) Cab and Chassis with Hydraulic Wet Line Kits and Trailer Towing Packages. Include cost of delivery and title in the price of the vehicle. Pricing to be FOB Mobile. City of Mobile Business License will be required. Page 1 of 2					
			TOTAL			

Page 1 of 2

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

Page _____ of _____

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

SPECIFICATIONS

1 – 10 Shuttle Truck with the following MINIMUM specifications:

Yes No

GENERAL

1. AXLE CONFIGURATION 4X2 ☐ ☐
2. GVWR Rating 33,000 ☐ ☐
3. DIMENSIONS: Wheelbase=152" CA=84" AF=60" ☐ ☐
4. CHASSIS SPECIFICATIONS- Submit complete chassis specifications Sheet. ☐ ☐

FAME

1. TOW HOOKS, FRONT (2) Frame Mounted ☐ ☐
2. FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield);
10. 125" x 3.580" X 0.312", Minimum RBM 1,700,000. Frame assembly
huck bolts only. No threaded bolts. No tapered rails. ☐ ☐
3. BUMPER, FRONT Contoured, Steel, Powder Coated ☐ ☐

FRONT AXLE AND SUSPENSION

1. AXLE, FRONT NON-DRIVING 12,000-lb Capacity Minimum. Meritor
MFS-12-122A or equal. ☐ ☐
2. SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type,
12,000-lb Capacity Minimum, with Shock Absorbers. ☐ ☐

BRAKES

1. BRAKE SYSTEM AIR Dual System for Straight Truck Applications ☐ ☐
2. AIR BRAKE ABS (Bendix AntiLock Brake System or equal) Full
Vehicle Wheel Control System (4-Channel) ☐ ☐

SPECIFICATIONS

3. TRAILER CONNECTIONS Four-wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck _____
4. AIR DRYER Bendix AD-IP with Heater _____
5. AUTOMATIC SLACK ADJUSTERS Front and Rear _____
6. NON-ASBESTOS BRAKE LININGS Front and Rear _____
7. BRAKES, FRONT, AIR CAM S-Cam; 15.0'' x 4.0''; 20 Sq. In. Long Stroke Brake Chambers _____
8. BRAKES, REAR, AIR CAM S-Cam; 16.5'' x 7.0'', 30/30 Sq. In. Long Stroke Brake Chamber and Spring Actuated Parking Brake _____
9. AIR COMPRESSOR 18.7 CFM _____
10. AIR DRYER LOCATION Mounted Outside Right Rail, Forward of Front Wheel _____
11. AIR TANK LOCATION (2) Mounted Under Battery Box, Outside left Rail, Under Cab (1) Mounted Parallel Under Left Frame Rail _____

STEERING

1. STEERING COLUMN Tilting _____
2. STEERING WHEEL 4-Spoke; 18'' Dia., Black _____
3. STEERING GEAR Power (Sheppard M100 or equal) _____

DRIVELINE

1. DRIVELINE SYSTEM Dana Spicer 1710 or equal, for 4x2 Axle Configuration _____

EXHAUST SYSTEM

1. EXHAUST SYSTEM Single, Horizontal After treatment Device, Frame Mounted Under Right Rail Forward Location, Includes Single Short Horizontal Tail Pipe _____

SPECIFICATIONS

ELECTRICAL SYSTEMS

1. ELECTRICAL SYSTEM 12-Volt, Standard equipment to include:
Data Link Connector for vehicle programming and diagnostics,
Integral headlight Dimmer Switch with Turn Lever, Integral
Parking Light with Front Turn Signal and Rear Tail Light, Electric
Key Operated Starter Switch, Dual Combination Stop, Turn Tail and
Back Up Lights with Reflector, Self Cancelling Turn Signal Switch
with Lane Change Feature, Flush Mounted Front Turn Signals including
Reflectors and Auxiliary Side Turn Signals, Solid State Flashers
2. ALTERNATOR Brush Type; 12 volt Minimum 160 Amp. Capacity,
Pad Mount, with Remote Voltage Sensor
3. BATTERY BOX Steel, with Plastic Cover, 2-3 Battery Capacity,
Mounted Left Side Under Cab
4. BATTERY SYSTEM Maintain-Free, (2) 12-Volt 1320CCA Total
Minimum, Top Threaded Stud
5. BODY BUILDER WIRING To Rear of Frame, with Stop, Tail, Turn,
and Marker Lights Circuits, Ignition Controlled Auxiliary Feed and
Ground, Less Trailer Socket
6. CIRCUIT BREAKERS Manuel- Rest (Main Panel) SAE Type III with
Trip Indicators, Replaces All Fuses
7. RADIO AM/FM/WB/Clock/ 3.5MM Auxiliary Input
8. Speakers (2) 6.5'' Dual Cone Mounted in Doors
9. HORN, ELECTRIC Disc Style
10. HORN, AIR Black, Single, Trumpet, With Landyard Pull Cord
11. HEADLIGHTS Halogen, Composite Aero Design
12. STARTING MOTOR 12-Vol, with Soft-Start

SPECIFICATIONS

FRONT END

1. GRILLE Stationary Chrome _____
2. FRONT END Tilting, Fiberglass, with Three Piece Construction _____

PAINT & KEYS

1. PAINT SCHEMATIC, Single Color, White _____
2. PAINT TYPE: Base Coat/Clear Coat, To protect paint from fading and minor Scratches _____
3. KEYS-ALL ALIKE Fleet- Includes Ignition and Cab Door Keys. Provide 5 keys total per truck _____

ENGINE

1. ENGINE, DIESEL, In-Six Cylinder Only, Minimum 260HP @2400 RPM, Minimum 660 lb-ft Torque @1600 RPM _____
2. RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 717 Sq. In Louvered, with 313 Sq. In Charge Air Cooler with In-Tank Transmission Cooler _____
3. FAN DRIVE Viscous Type, Screw On _____
4. AIR CLEANER with Service Protection Element _____
5. ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection _____
6. FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2020 _____
7. THROTTLE, HAND CONTROL Engine Speed Control for PTO: Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel _____

SPECIFICATIONS

8. ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control

TRANSMISSION

1. TRANSMISSION, AUTOMATIC (Allison 3000 RDS) 5TH Generation Controls, Close Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
2. TRANMISSION SHIFT CONTROL: Column Mounted Stalk Shifter or equal
3. TRANSMISSION OIL Synthetic
4. ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
5. SHIFT CONTROL PARAMETERS Allison 3000 Series Transmissions, 5th Generation Controls, Performance Programming
6. NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at stop; Remains in Neutral Until Service Brake is Released
7. PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission

REAR AXLE AND SUSPENSION

1. AXLE, REAR, SINGLE (Dana Spicer S140 or equal) Single Reduction, 21,000-lb Capacity 190 Wheel Ends. Gear Ration TBD.
2. SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs

FUEL SYSTEM & TANKS

1. FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16'' Tank Depth, 50 US Gallon Capacity, Mounted Right Side, Under Cab

SPECIFICATIONS

2. DEF TANK 7 US Gallon Capacity, Frame Mounted Outside Left Rail, Under Cab

3. 3. FUEL /WATER SEPERATOR 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor. Engine mount preferred.

CAB

1. CAB Conventional, Day Cab. Galvanized steel construction.
2. AIR CONDITIONER with Integral Heater & Defroster.
3. GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, For Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display
4. INSTRUMENT PANEL CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes In Gauge Cluster
5. SEAT, DRIVER, (National 2000 or equal) Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
6. SEAT, TWO-MAN PASSENGER (National) Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment
7. SEAT BELTS, High Visibility Orange
8. MIRRORS (2) C-Loop, Power Adjustable, Heated, Back Black Heads, Brackets and Arms, 7.5" x 14." Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
9. MIRRORS, CONVEX HOOD MOUNTED (2) Right and Left Sides, Black 7.5" Sq.
10. CAB INTERIOR TRIM Classic, for Day Cab
11. CAR REAR SUSPENSION Rubber Suspension, for Low Cab Height
12. WINDOW, POWER (2) and Power Door Locks, Left and Right Doors. Includes express down feature.
13. ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door

SPECIFICATIONS

WHEELS & TIRES

1. WHEELS, FRONT DISC; 22.5X8.25 Rims, Painted Steel with White Powder Coat Paint, 2- Hand Hole, 10- Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, With Steel Hubs _____
2. TIRE, FRONT 11R22.5 Load Range G< 75 MPH, Continental ECO Plus HS3 or equal _____
3. Front Wheel Bearings Oil Lubricated ILO Standard. Stemco Voyager or Equal _____
4. WHEELS, REAR DUAL DISC; 22.5X8.25 Rims, Painted Steel with White Powder Coat Paint, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs _____
5. TIRE, REAR 11R22.5 Load Range G, 75 MPH, Continental HDR2 or equal. For On-Off Road service _____

SHUTTLE TRUCK TOW PACKAGE

1. To include transmission mount PTO, hydraulic pump, hydraulic oil tank, Hydraulic Return filter, hydraulic relief valves, operator controls, headache rack, concrete weight Box, electrical junction box, trailer connections, safety chain D-Rings, diamond tread Fabricated rear axle wheel panel covers and mud flaps. All painted surfaces black. Horizontal red and white reflective tape on the rear wheel mud flap holders _____

WARRANTY- Include in Bid Price- Provided documentation of coverage included with bid submittal.

1. WARRANTY Standard for Engine, Cab and Chassis _____
2. WARRANTY, EXTENDED ENGINE & AFTERTREATMENT
60 Month/150,000 Mile Minimum _____
3. WARRANTY, EXTENDED for Allison 3000 RDS Transmission
60-Month/Unlimited Miles _____

SPECIFICATIONS

CHASSIS SERVICE PLAN - Include in Bid Price

1. 4 times per year for 5 years. 20 total quarterly PM services to include oil, oil filter, fuel filters. Check all fluid levels, lubricate chassis, chassis inspection, check for and perform factory calls or updates. _____

2. 1 time per year for 5 years. 5 total annual PM services to include transmission fluid, transmission filter, crankcase filter, valve adjustment, air filter. DPF service to include remove and reinstall DPF cleaning, DPF gasket replacement. Update/ Reset ECM if required. _____



PROCUREMENT DEPARTMENT

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

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

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

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

It is the responsibility of the bidder to insure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions. All bids are F.O.B. Destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)



ADDENDUM

April 15, 2020

RE: City of Mobile Bid #5404 for Cab and Chassis with Hydraulic Wet Line Kit and Trailer Package

Please consider the following to be addendum to City of Mobile Bid #5404 for Cab and Chassis with Hydraulic Wet Line Kit and Trailer Package.

CHANGE

Bid Opening Date

From: 11:30 AM, FRIDAY, APRIL 17, 2020

To: 11:30 AM, FRIDAY, MAY 8, 2020

ADD

Trailer Towing Package shall be a Pintle Hitch type.

ADD

Pintle Hitch shall have a SAF-Holland model PH-210RN11 Pintle Hitch.

TOW PACKAGE

Add: Concrete weight box shall be provided empty but secured to chassis. Box size shall be no less than 16" tall x 84" long x 23" wide. Vendor shall provide a formed lid that will fit over the concrete weight box. Lid is not to be attached. City will fill box and attach lid.

Add: There shall be a filter placed between the Hydraulic Tank and the Hydraulic Pump. There shall also be a filter on the return line from the wet line return line from the trailer to the hydraulic tank.



CHASSIS SERVICE PLAN

Add: At each quarterly service period, the oil filters on the Wet Line Kit Hydraulic System shall be changed.

We have attached to the online announcement <https://www.cityofmobile.org/bids/?bid=2235> photos for our current set up with the Pintle Hitch currently in use. Note we are making changes to these set ups with this bid.

Thank you for your consideration in this matter.

Sincerely,



John Paine
Purchasing Agent
City of Mobile
JP/en











2018 07 23











AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to Graybar Electric Co Inc for 106 roadway light poles.

Amount of Contract:

\$228,327.02

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200520 Graybar2 Agenda Package POs	Cover Memo	5/20/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	5/21/2020 - 10:13 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>5225</u>	2020	(2060) TRAFFIC ENGINEERING	106 28FT ALUMINUM ROADWAY LIGHTING POLES W/LUMINAIRE ARMS (28 W/BANNER ARMS) FOR TIGER/BROAD ST PROJECT (SEALED BID 5412),	\$228,327.02	<u>(75199)</u> <u>GRAYBAR</u> <u>ELECTRIC CO INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005225-00 FY 2020 Acct No: 5017.45.00.0000.0000.0000.0000.48010. Review: Buyer: 9105spam Status: Approved	Page 1
--	--	--------

Vendor GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	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
03/17/20	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
001	AS PER MY BID # 5412 AND YOUR QUOTE POLE, ROADWAY LIGHTING, ALUMINUM, SEAMLESS SHAFT, 28 FOOT 3 INCH, 8 FOOT LUMINAIRE ARM, HAPCO SKYJ030719B-030LBA	78.00 EACH	2102.35000	163983.30
1	5017.45.00.0000.0000.0000.0000.48010. E G-TIGER16 .BASEPHASE .CONSTRUCTN.MAWSS			163983.30
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	POLE, ROADWAY LIGHTING, ALUMINUM, SEAMLESS SHAFT, 28 FOOT 3 INCH, 8 FT LUMINAIRE ARM, BANNER ARMS, HAPCO SKYJ030719B	28.00 EACH	2297.99000	64343.72
1	5017.45.00.0000.0000.0000.0000.48010.			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005225-00 FY 2020 Acct No: 5017.45.00.0000.0000.0000.0000.48010. Review: Buyer: 9105spam Status: Approved	Page 2
--	--	--------

Vendor GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	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
03/17/20	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	E G-TIGER16 .BASEPHASE .CONSTRUCTN.MAWSS			64343.72

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	228327.02
-------------------	-----------

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

Account	Amount	Remaining Budget
E G-TIGER16 .BASEPHASE .CONSTRUCTN.MAWSS	228327.02	1116909.06

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

Account	Amount	Remaining Budget
5017.45.00.0000.0000.0000.0000.48010.	228327.02	1069307.75
TIGER GRANT EXP	CONSTRUCTION	

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

Activity	Date	Clerk	Comment
CCancelled	05/18/20	MICHAEL SPAFFORD	GL Allocation, GL Allocation c
Approved	01/27/20	NICHOLAS AMBERGER	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005225-00 FY 2020 Acct No: 5017.45.00.0000.0000.0000.0000.48010. Review: Buyer: 9105spam Status: Approved
--	--

Page 3

Vendor
 GRAYBAR ELECTRIC CO INC
 4359 HALLS MILL RD

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

MOBILE, AL 36691

MOBILE, AL 36604
 MARYBETH.BERGIN@CITYOFMOBILE.ORG

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

Delivery Reference
 MARYBETH BERGIN

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/17/20	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
Forward	03/31/20 JENNIFER GREENE	Automatic	Forward to	9105chrr
Forward	04/07/20 REBECCA CHRISTIAN			
Approved	04/07/20 SHERRY HORTON			
Forward	05/18/20 JENNIFER GREENE	Automatic	Forward to	9105chrr
Approved	05/19/20 REBECCA CHRISTIAN			
Approved	01/30/20 SHERRY HORTON			
Approved	01/30/20 TAYLOR HARRIS	Auto approved by:	910518563	
Approved	01/30/20 REBECCA CHRISTIAN	Auto approved by:	910518563	
Approved	04/07/20 SHERRY HORTON			
Approved	04/07/20 TAYLOR HARRIS	Auto approved by:	910518563	
Approved	04/07/20 REBECCA CHRISTIAN	Auto approved by:	910518563	
Approved	05/19/20 SHERRY HORTON	Auto approved by:	9105chrr	
Approved	05/19/20 TAYLOR HARRIS	Auto approved by:	9105chrr	
Approved	05/19/20 REBECCA CHRISTIAN			
Forward	02/03/20 JOHN PAINE			
Rejected	03/16/20 MICHAEL SPAFFORD	Rejected by:	9105paij SEE REJE	
Forward	04/07/20 JOHN PAINE			
Forward	05/20/20 JOHN PAINE			
Approved	05/20/20 DONNA MICHELE STANLEY	Auto approved by:	9105spam	
Approved	05/20/20 DONALD ROSE	Auto approved by:	9105spam	
Approved	05/20/20 BOBBY IRBY	Auto approved by:	9105spam	
Approved	05/20/20 MICHAEL SPAFFORD			

Authorized By: _____ Date: _____
 Signature

TABULATION SHEET - BID # 5412 ROADWAY LIGHT POLES

	POLE WITH ARM	POLE WITH ARM + BANNER ARMS	BASE
CONSOLIDATED ELECTRICAL	\$ 2,231.69	\$ 2439.38	\$ 660.27
CONTINENTAL POLE + LIGHTING	\$ 2,330.00	\$ 2,538.00	\$ 459.00
GRAYBAR ELECTRIC	\$ 2102.35	\$ 2,297.99	\$ 621.99
SOUTHERN LIGHTING + TRAFFIC SYSTEMS	\$ 2,153.00	\$ 2,353.00	\$ 637.00
IRBY ELECTRICAL DISTRIBUTOR	\$ 2,254.70	\$ 2,464.55	\$ 670.10

CITY OF MOBILE

BID SHEET

This is Not an Order

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

**Purchasing Department
and Package Delivery:**
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: tajb Buyer: 004

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
04/15/2020	5412	VARIOUS	As Specified

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

10:30 AM, Thursday, May 07, 2020

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	ROADWAY LIGHT POLES Roadway Light Poles as per the following and attached specifications. Qty 78-98 Pole, Roadway Lighting, Aluminum, Seamless Shaft, height 28 Foot as per specification to include 8 Foot Luminaire Arm Make _____ Model _____ Qty 28-38 Pole, Roadway Lighting, Aluminum Seamless Shaft, height 28 Foot as per specification to include 8 Foot Luminare Arm and Banner Arms Make _____ Model _____ Qty 106-136 Option: Decorative Clamshell Base Make _____ Model _____ Page 1 of 3					
						</

Page 1 of 3

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

Page _____ of _____

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

Page _____ of _____

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

CITY OF MOBILE

SPECIFICATIONS FOR ROADWAY LIGHT POLES

I. General.

The following are the requirements for aluminum roadway light poles. The items will be for City of Mobile Project 2018-3005-01 TIGER 2016 Project Phase One-Two Broad Street (US-90) from Canal Street to Dr. Martin Luther King Jr. Avenue and Beauregard Street from Dr. Martin Luther King Jr. Avenue to Lawrence Street.

The project is a Federal Participating Project and shall meet the Buy America provisions. The material furnished must be new and unused. The product must be produced domestically (United States or its territories). All manufacturing processes including the initial melting and mixing of the materials must be sourced domestically.

A roadway light poles shall consist of a smooth tapered pole with a luminaire arm, anchor bolts, base plate, and any other features as described in this specification.

II. Design/Fabrication.

All materials used in the fabrication of roadway light poles shall meet the requirements of the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, 2009 edition as per the latest ALDOT Standard Specifications.

(a.) Aluminum Poles.

The shaft of the aluminum poles shall be one-piece seamless round tapered tub full length heat-treated after welding on the base flange to produce the T6 temper. The base shall be one-piece cast aluminum. All nuts, bolts and washers used shall be stainless steel Grade 18-8 or stronger and shall meet the requirements of ASTM F 593. Each pole will have an internal grounding lug. A pole vibration damper shall be provided.

The vendor may be required to furnish copies of certified mill test reports attesting to the fact that the aluminum material submitted for approval meets the specifications. These reports shall include chemical determinations and physical characteristics.

The aluminum pole shall be 28 feet in height with a nominal 10 inch outside bottom diameter and a range of 4 inch to 6 inch outside top diameter. The nominal wall thickness shall be 0.188 inches. The pole shall include a curved hand hole with minimum size of 4 inches by 5 inches with aluminum cover and two stainless steel screws and bolts for fastening to the pole. The hand hole shall be opposite the side of the luminaire arm.

The aluminum base plate of the pole shall be designed with four equally spaced openings to accommodate a bolt circle pattern ranging from 13 inches to 15 inches. The pole shall include four standard bolt covers.

(b.) Breakaway Supports.

A Federal Highway Administration approved breakaway support shall be installed on each aluminum pole. The pole shall meet the 1985 AASHTO breakaway requirements and FHWA certification of testing must be submitted. The vendor shall assure the compatibility of the pole base, breakaway support and foundation. Transformer bases will not be accepted for this project.

(c.) Luminaire Arms.

Luminaire arms shall be 8 foot curved, smooth upswept round shafts. The luminaire arms shall be manufactured from 2 inch Schedule 40 pipe (2-3/8 inch O.D.). The arm shall be designed to either bolt to the shaft of the light pole or a slip-fitter pole top design. The luminaire arm shall be similar in style and likeness to Millerbernd brand Bemidji Arm. A detail for the arm is included with this specification.

If the design of the luminaire arm is a bolt attachment to the pole, the pole shall also include an ornamental pole top or finial. The multi-casting stacked pole top shall be mechanically attached to the top of the shaft to provide access to electrical wiring secured by a j-hook wire support. The design of the finial shall be similar in likeness to the Millerbernd brand Tuscaloosa finial.

(d.) Anchor Bolt Assemblies.

Anchor bolt assemblies (anchor bolts, nuts, and washers) shall be in accordance with AASHTO M 314, Grade 36 or Grade 55, except maximum tensile strength on all grades is waived, and capable of transferring the load safely from the structure base plate to the foundation. The exposed end of the anchor bolts shall be threaded (rolled or cut type) and provided with appropriate nuts, including lock nuts and flat washers. The anchor bolts, nuts, and washers shall be hot-dipped galvanized in accordance with AASHTO M 232, however, galvanization of the bolt below 6 inches from the top of the embedment line will not be required. The nuts shall be lubricated with a lubricant containing a visible dye so that a visual check can be made for proper lubrication prior to installation. Special care shall be taken when storing galvanized bolts with a water soluble lubricant.

(e.) Additional Features.

All hardware shall be stainless steel or anodized aluminum.

The roadway lighting poles shall include a GFCI receptacle with in-use weather-proof cover 10 feet above finish grade on the side opposite the luminaire arm. Cover shall be aluminum, lockable and finished black to match the pole.

A specific number of roadway light poles shall be provided with banner arms, top and bottom. A welded coupling shall be included approximately 16 feet above grade and the lower coupling placed as to accept a 6 foot x 2 foot banner (approximately 10 feet above grade). Couplings shall be the same side as the luminaire arm. All couplings to be plugged on deliver and banner arms shipped detached from pole. The banner arms shall be designed to breakaway at a wind speed lower than that of the design wind rating of the pole.

(f.) Finish.

All poles, luminaire arms and attachments shall be powder coated finish or wet coat painting - urethane primer/polyurea finish. The finished color shall be gloss black for all components of the lighting assembly. Material shall be wrapped and protected to prevent damage during shipping, storage and construction. Manufacturer to provide a 5 year warranty for the finish

(g.) Warranty:

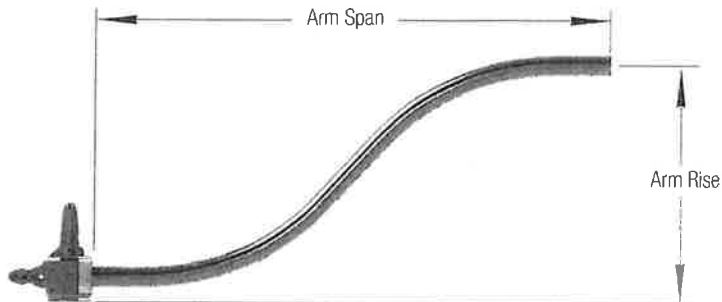
The manufacturer shall provide a lifetime warranty for the pole minus the attachments and finish.

The Roadway Light Pole with Luminaire Arm shall include furnishing the aluminum pole, luminaire arm, banner arms (if applicable), receptacles, and finial (if applicable), and all features and hardware necessary as described in this specification.

III. Option

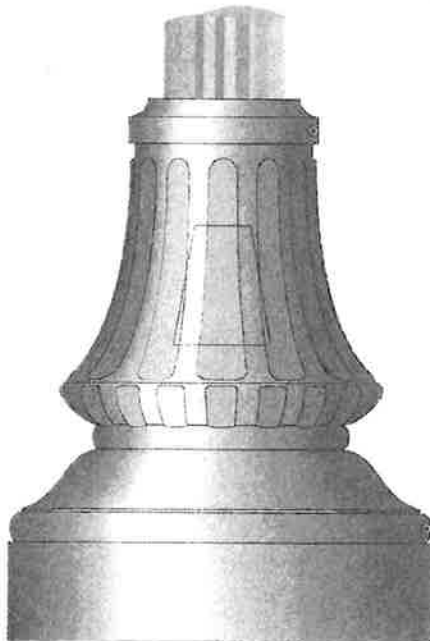
As an option, the City may consider a decorative clamshell base to be included with each roadway light pole. The two-piece clamshell base shall be similar in likeness to the Millerbernd brand Washington design for a traffic signal pole that has been previously selected for this project. The Millerbernd base is provided as reference. The dimension of the provided base should be appropriately sized for the pole presented in the bid. The base must split equally and fit to provide a hairline seam when assembled. The base must meet FHWA breakaway requirements and the vendor may be required to provide documentation to confirm the material and construction meet the federal standards.

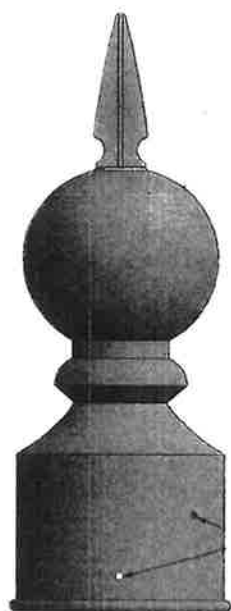
BEMIDJI ARM



PART #	ARM SPAN (FT)	ARM RISE (IN)	ARM WEIGHT (IN)	ARM EPA (FT)
BA8	8	34.5	38.9	2.11

WASHINGTON (BWNR)





Finial

Additional Terms Relating to Purchases with Federal Grant Awards

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

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

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

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

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

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

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

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

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

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

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

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

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

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

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

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

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

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

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

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

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

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

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

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

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

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

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

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

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

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

(iii) Identification of the bid being protested;

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

(v) The form of relief requested

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

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

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

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

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

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

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

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

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

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

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

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

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

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

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

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

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

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

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

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

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

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

(3) Payrolls and basic records.

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

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

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

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

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

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

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

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

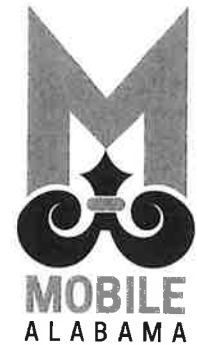
(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

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



PROCUREMENT DEPARTMENT

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

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

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

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

It is the responsibility of the bidder to insure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions. All bids are F.O.B. Destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

Pat Creamer, GIS Department

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract to update GIS map data.

Amount of Contract:

\$50,192.95

Funding Source

Project # GIS Aerial Mapping Program

Project String C0046.ARCHITECTU

Budget Amendment REDUCE INCREASE

Grant Funds

Discretionary Funds

Contract Number:2768

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200518 Atlantic Agenda Package	Cover Memo	5/18/2020

REVIEWERS:

Department Reviewer	Action	Date
GIS Department Kearney, Scott	Approved	5/18/2020 - 6:54 PM
MIT Kearney, Scott	Approved	5/18/2020 - 6:55 PM
Capital Hollins, Tiffany	Approved	5/19/2020 - 9:31 AM
Legal Kern, Chris	Approved	5/19/2020 - 11:40 AM
Legal Kern, Chris	Approved	5/19/2020 - 11:40 AM

Mayors
Office

Wesch, Paul

Approved

5/21/2020 -
10:11 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)



PROJECT NAME: GIS/AERIAL MAPPING PROGRAM

PROJECT # C0046.ARCHITECTU

PROJECT DESCRIPTION GIS Mapping

CONTRACT AMOUNT \$50,192.95.

VENDOR NAME The Atlantic Group LLC

VENDOR NUMBER 291727.

DEPT # DEPT NAME GIS

CONTRACT ADMINISTRATOR Pat Creamer

Please Select by circling one (Type): Professional - SERVICE

Architectural Engineering Testing Professional Services

Construction (Unit Price)* Construction** Non Contractual Performance

RETAINAGE INFORMATION: None

SHOULD RETAINAGE BE WITHHELD? Y N ; 5% of the 1st 50% or

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Don Rose Date 18May2020

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and The Atlantic Group, LLC, in the amount of approximately \$50,192.95, for Geographic Information System mapping services as outlined in the contract attached hereto and made a part hereof as though set forth in full.

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

Adopted:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (herein below referred to as the “Agreement”) is made and entered into as of the _____ day of _____ 2020 (“Effective Date”) by and between THE ATLANTIC GROUP, LLC, limited liability company organized and existing under the laws of the State of Alabama (herein below referred to as “Atlantic”) and City of Mobile, Alabama (herein below referred to as “Client”) ; Atlantic and Client may herein below be individually referred to as a “Party” and be collectively referred to as the “Parties.”

WITNESSETH

WHEREAS, Client wishes to procure certain “Services” (as that term is defined below) and to specify each party’s respective roles and responsibilities related thereto, in the acquisition and production of geospatial services and deliverables, all on the terms and conditions contained in this Agreement;

NOW, THEREFORE, for and in consideration of the promises, agreements and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article 1

Article 1 DEFINITIONS

For the purposes of this Agreement, the following words and phrases shall have the meanings given below:

“Agreement” shall mean this Contract.

“Amendment” shall mean a revision to or modification of this Agreement, which shall be in writing and shall be executed and delivered to both Atlantic and Client.

“Business Day” shall mean every Day other than Saturday, Sunday or a legal holiday recognized by the State of Alabama.

“Client” shall have the meaning set forth in the first paragraph of this Agreement.

“Confidential Information” shall mean all information or documents furnished orally, in written form, by electronic means, or by any other means which are marked by the disclosing Party as “Confidential” and/or “Proprietary” or, if not marked as “Confidential” and/or “Proprietary,” will still be deemed “Confidential Information” if it would logically be considered “Confidential” and/or “Proprietary” in view of its relationship to the whole disclosure. Information furnished orally, in written form, by electronic means, or by any other means which was identified by the disclosing Party as confidential and/or proprietary at the time of disclosure, shall be treated by the receiving Party as Confidential Information in accordance with this Agreement and any oral discussions or visual information not identified by the disclosing Party as confidential and/or proprietary at the time of disclosure, shall be treated by the receiving Party as Confidential Information provided such oral discussions or visual information are identified by the disclosing Party as confidential and/or proprietary in writing within fifteen (15) calendar days of the date of disclosure. Confidential information does not include information the Client may be required to disclose to the public in accordance with Alabama Code Sections 36-12-40 and 36-25A-4.

“Contract” shall mean this agreement and any agreement for Services, including, without limitation, a letter agreement or price quotation, executed by Client with Atlantic.

“Contracts” shall mean each and every Contract.

“Day” shall mean a calendar day, including Saturdays, Sundays, and holidays.

“Effective Date” shall have the meaning set forth in the first paragraph of this Agreement.

“Force Majeure” shall mean any act, event or condition that causes delay in or failure of the performance of obligations under this Agreement if the act, event or condition (i) is beyond the reasonable anticipation and control of the Party relying on it, (ii) is not the result of the willful misconduct or negligent act or omission of that Party (or any person or entity over whom that Party has control), and (iii) is not an act, event or condition, the risk or consequence of which that Party has expressly assumed under this Agreement, and then only to the extent the same cannot be cured, remedied, avoided or otherwise overcome by the prompt exercise of reasonable diligence by the Party relying on it. For the avoidance of doubt, Force Majeure shall not include any shortage of labor, materials, equipment, supplies or transportation other than as defined in sub-part (e) below, and shall not include changes in general economic conditions such as inflation, interest rates or other factors of general application. To the extent that the following acts, events and conditions fall within the foregoing limitations, they will fall within the definition of Force Majeure:

- (a) Acts of God, floods, hurricanes, tornadoes, earthquakes, lightning and other extreme natural calamities;
- (b) War, riot, strikes or work stoppages, insurrection, acts of a public enemy, civil commotion, rebellion and acts of armed force;
- (c) Acts or inaction of any duly constituted government or judicial authority; however, an enforcement action by a regulatory agency against a Party that results from noncompliance with a regulatory requirement of such agency and does not cause a delay in receiving a regulatory approval from such agency pursuant to the Work under this Agreement shall not constitute an act of Force Majeure;
- (d) Explosions, fires, thefts, accidents, sabotage and other similar events causing damage to or destruction in whole or in part of the equipment or property necessary to perform the Work;
- (e) Delays in obtaining Goods or Services from any subcontractor caused solely by the occurrence of any of the events described in the immediately preceding sub-parts (a) through (d).

“Government Authority” shall mean any federal, state, city, county, local, municipal or foreign government, authority or body or any department, agency, subdivision, court or other tribunal of any of the foregoing.

“Laws” shall mean all statutes, laws, codes, ordinances, orders, judgments, decrees, injunctions, licenses, rules, permits, approvals, agreements, and regulations, including all applicable codes, standards, rules and regulations of any Government Authority, including the State of Alabama, as applicable.

“Project Manager” shall mean the individual designated in writing at any time and from time to time by Atlantic as the Project Manager for a specific Task Order.

“Purchase Order” or “PO” shall mean a written purchase order issued by Client to Atlantic, whether or not issued under a Contract, provided, however, that any pre-printed terms or conditions which may appear or be reflected on the front or back of a Purchase Order or PO shall be deemed not to be part of said Purchase Order or PO and such pre-printed terms or conditions shall have no legal force or binding effect and said Purchase Order or PO shall be deemed issued as if such pre-printed terms or conditions did not appear.

“Services” shall mean all labor, services, products, materials, equipment, tools, vehicles, transportation, storage, design, engineering, procurement, preparation, construction, installation, equipping, testing, training, as well as any necessary and accompanying software, know-how, and other things and actions necessary to complete the Services,

in accordance with the applicable Proposal, Task Order and/or applicable Purchase Order and this Agreement, that is provided by Atlantic and its respective third party subcontractors.

“Task Order” shall mean a work order that is executed by Client and Atlantic for a particular Contract and/or PO/Proposal and that specifies the Work to be performed by Atlantic, the delivery date(s), the compensation to be paid to Atlantic by Client, and any other pertinent information. (See Exhibit A)

“Work” shall mean the supply of Services and performance of Services pursuant to this Agreement or any Proposal, Task Order or PO.

Article 2

PERFORMANCE AND RETENTION

Section 2.01 Scope of Agreement. Atlantic has been requested by Client to provide specific services. Services under this Agreement shall be performed by Atlantic and shall be procured under a Firm Fixed Price (FFP) Contract. Atlantic shall provide to Client, under the terms set forth in this Contract, those services, deliverables or products outlined and set forth in Article 2, Section 2.02 Statement of Work (SOW). It is understood that the City of Mobile (Client), the Mobile County Commission, and the Mobile Area Water and Sewer System (hereafter collectively referred to as the “Participants”) have agreed to cooperate in the development and funding of mapping and GIS data within their respective service areas subject to the follow:

- A. Each Participant will receive the same mapping and GIS data from Atlantic in the format designated in Attachment A – Scope of Work for Planimetric Collection and Related Project Costs.
- B. Each Participant will contract separately with Atlantic, though each Participant will receive the full mapping and GIS data set for the project as outlined in Attachment A – Scope of Work for Planimetric Collection and Related Project Costs.
- C. The cost share amount to be paid by each of the three Participants to Atlantic is agreed to be \$50,192.95.
- D. Should any Participant elect to withdraw its participation from the cooperative efforts of the Participants prior to execution of the three individual Participant agreements with Atlantic, Atlantic reserves the right to renegotiate fees with the remaining Participants and/or terminate any and all agreements without fault with any remaining participating Participant.
- E. Should any Participant elect to withdraw its participation from the cooperative efforts of the Participants after the execution of the three individual Participant agreements with Atlantic, Atlantic will pursue resolution with that Participant through the General Terms and Conditions of this Agreement. Agreements and corresponding fees with the remaining Participants will be unaffected.

Section 2.02 Statement of Work (SOW). The products and/or services to be provided by Atlantic hereunder (hereinafter referred to collectively as “Deliverables”) are defined below:

Services to be provided:

Section 2.02.01 GENERAL PROJECT REQUIREMENTS

- A. Using existing 3” pixel resolution digital orthophotography provided by Client to update planimetric feature categories/classes to comply with ASPRS Standards, Alabama Department of Revenue’s Mapping Specification, and Client’s technical requirements.
- B. Quality checking for all planimetric datasets, including topologically correct vector data, with all planimetric datasets being continuous without incorporating existing tile boundaries in the topology.
- C. Delivering the updated planimetric vector data in ESRI File Geodatabase conforming to the existing database structure.
- D. Delivering metadata provided in ESRI’s ArcCatalog 10.7 compatible XML format compliant with Federal Geographic Data Committee’s (FGDC) standards.

Section 2.02.02 TECHNICAL REQUIREMENTS:
AREAS:

The project areas for the planimetric update mapping shall consist of the entire county and some surrounding areas (approximately 1,395 sq. miles), which have been split into three areas. The image below was provided to Atlantic by Client and further defines the Project Areas.

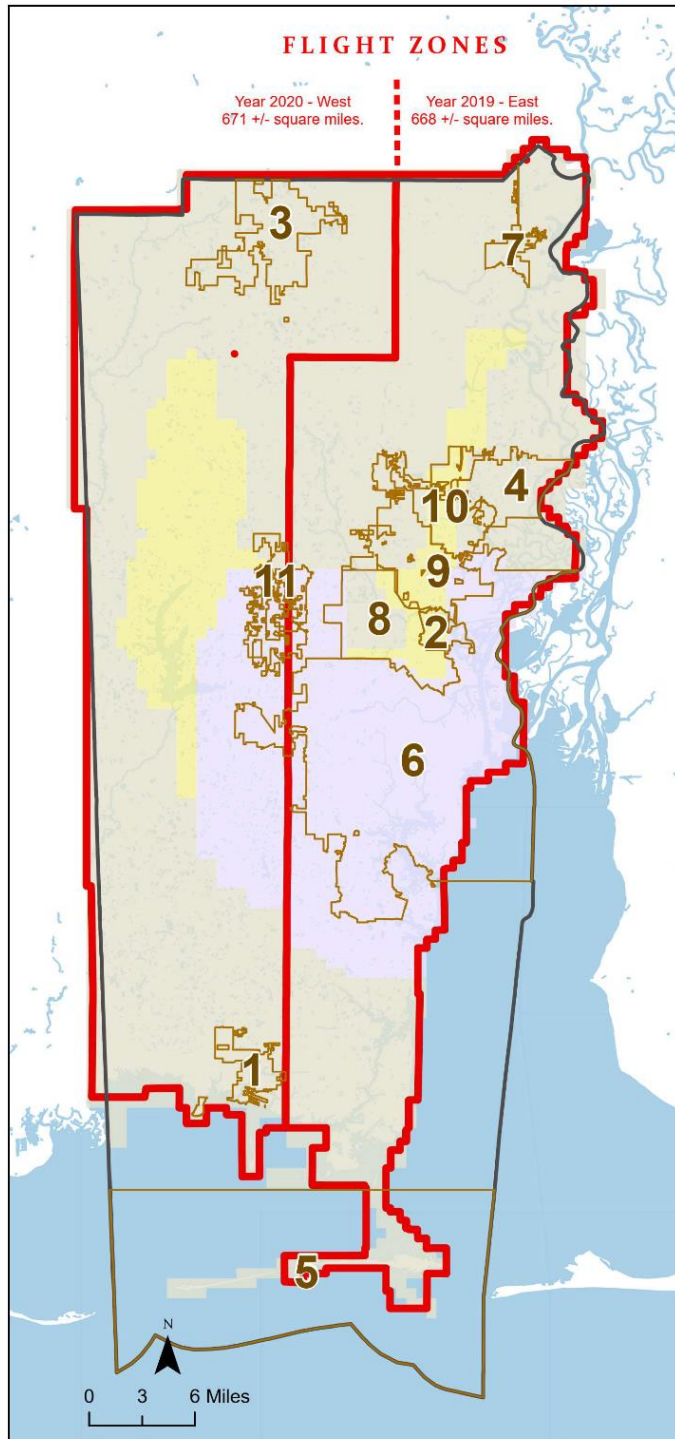


Figure 1

Project Areas

- 1 - 324 sq. miles
- 2 - 148 sq. miles
- 3 - 923 sq. miles

City Limits

Id	Name	Sq. Miles
1	Bayou La Batre	8.3
2	Chickasaw	4.6
3	Citronelle	25.8
4	Creola	16.1
5	Dauphin Island	22
6	Mobile	179
7	Mount Vernon	5.2
8	Prichard	26.3
9	Saraland	31.7
10	Satsuma	7.8
11	Semmes	12.4

Date: 7/31/2019 2:44 PM

Coordinate System:

All digital mapping coordinates will be in the Alabama State Plane Coordinate System, in the West Zone, based on the North American 1983 (NAD83) horizontal datum (latest adjustment). The vertical data component will be based on the North American Vertical Datum 1988 (NAVD88) referenced to the latest published geoid model. All data will be delivered using the units of U.S. Survey Feet.

Update Planimetric Mapping:

Utilizing the client-provided digital orthophotography, Atlantic will update the County's existing planimetric features for the specified project areas as seen on the previous page. Features that are new, no longer present, or of significant change that are identifiable from the current imagery will be the only features collected for the update. Pre-existing feature categories will be updated in areas of significant change only, i.e. new developments, new constructions, demolition, or additions. "Significant change" is defined as having minimum dimensions of 10x10 feet. Window awnings, dormers and other small changes will not be collected or updated. The accuracy of the newly updated/collected planimetric features will be relevant to (and cannot exceed) the accuracy of the provided orthophotography. Only features listed in Attachment A – Scope of Work for Planimetric Collection and Related Project Costs, and that are visible on the provided imagery at the appropriate collection scale (1:1200), will be collected/updated.

Any features that exist in the Client's ESRI File Geodatabase that are not included in the list in Attachment A – Scope of Work for Planimetric Collection and Related Project costs will not be updated/collected, per the Client's request.

Topology Requirements:

Once the planimetric data files have been updated, Atlantic will perform an intensive QA/QC review to ensure that all necessary features have been updated, and that the topology of all vector data is in accordance to the Client's standards. The vector data will conform to the following topology rules:

- **Edge Matching** – All digitized features must be both visual and coordinate edge matched with features from existing data, in adjacent tiles, sheet edges, and at model breaks or other artificial boundaries with a tile. No edge match tolerance will be allowed. Attributes for adjoining features must also be identical.
- **Common Boundaries** – All vector features that share a common boundary, regardless of digital map layer, must have the exact same digital representation of that feature in all common layers.
- **Point Duplication** – No duplication of points will occur within a data string.
- **Connectivity** – Where vector elements visually meet, they must also digitally meet. All confluences of line, area, and polygon data must be exact mathematically; that is, no "overshoots," "undershoots," or "offsets" or "pseudo nodes" are permitted. Lines that connect polygons must intersect those polygons precisely; that is, every end point must be an intersection point of the respective polygon.
- **Line Quality** – A high quality cartographic appearance will be achieved. Transitions from straight line to curvilinear line segments will be smooth, and without angular inflections at the point of intersection. The digital representation must not contain extraneous data at a non-visible level. There will be no jags or hooks or zero length segments. Curvilinear graphic features should be smooth with a minimum number of points. When appropriate, line smoothing programs should be used to minimize the angular inflection in curvilinear lines. Any lines that are straight, or should be straight, should be digitized using only two points that represent the beginning and ending points of the line.
- **Segmentation** – The digital representation of linear elements must reflect the visual network structure of the data type. An element should not be broken or segmented unless that segmentation reflects a visual or attribute code characteristic, or unless the break is forced by database limitations.
- **Area and Polygon Closure** – For area features being digitized, the last coordinate pair must be exactly (mathematically) equal to the first coordinate pair.

- **Point Criteria** – All point features will be digitized as a single x, y coordinate pair at the visual center of that feature.

Pilot Area:

Atlantic will provide a pilot area that consists of four (4) adjoining tiles that are agreed upon by the Client and Atlantic. Updated planimetric data that meets the requirements of the contract will be delivered for this pilot area. The Client will review the deliverables for the pilot area and provide comments within twenty (20) days of receipt. Atlantic will discuss the comments with the Client and agreed upon changes will be implemented.

Client Provided Data:

The Client will provide Atlantic with all existing digital planimetric mapping files (non-cadastral files) and all available support material used in the production of the current mapping to include:

- Existing Digital Planimetric Files in ArcGIS Geodatabase format
- Digital Tile Index and Boundary
- Existing Digital Orthophotography for the entire project limits
- Existing Lidar Data in LAS format for updating elevation values for select features

Services/Products to be delivered:

At the conclusion of this project and as a condition of its completion, Atlantic shall deliver to the Client the following products and information where applicable:

- Updated planimetric features in an ESRI File Geodatabase compatible with the Client's existing database structure
- Project Metadata in ESRI's ArcCatalog 10.7 compatible XML format compliant with Federal Geographic Data Committee's standards

PROJECT SCHEDULE:

The following is a Tentative Production Schedule, which contains the projected starting and ending dates for the major categories of services.

<u>Task</u>	<u>Anticipated Start Date</u>	<u>Anticipated Completion</u>
Notice to Proceed	May 2020	N/A
Project Pilot	May 2020	June 2020
*Submission of Contract Deliverables		October 2020
Contract Completion, Final Deliverables review		2.5 weeks after completion of client review

**In no case shall the submission of contract deliverables extend beyond six (6) months from the fully executed contract and official notice to proceed from the Client.*

Section 2.03 Inspection/Acceptance. Client shall inspect all deliverables within 30 calendar days after receipt (20 days for pilot data) for conformance with the requirements contained in the Scope of Work. Unless Client notifies Atlantic in writing of any unacceptable deliverables within the above stated time frame, the subject deliverables shall be deemed as accepted by the Client.

As part of the inspection process, the Client shall mark all instances where the provided data is identified as being not in conformance with the stated Scope requirements. The Client shall identify Scope violations with either a point, line, or polygon feature depending on shape and extent. For this purpose, ESRI shapefiles or an ESRI geodatabase are acceptable formats for edit calls to be addressed by Atlantic. Regardless of file format, each marked instance shall contain a comment clearly describing the identified defect or deviation from the scope.

Upon receipt of the identified features, Atlantic will verify the instances that do not meet the stated and agreed specifications, and will apply corrections to them. It is at Atlantic's sole discretion to edit marked instances that

require corrections outside the Scope of Work. Only those tiles containing edits (or ones that are immediately affected by them) will be redelivered by Atlantic to the Client.

Article 3

TERM OF AGREEMENT

Section 3.01 Term. The term of this Agreement shall be in full force and effect from the Effective Date through the earliest of the following events (the “Term”): (i) one (1) year after the expiration or termination of any and all Contracts and POs; (ii) termination of this Agreement as provided in Section 3.02 below; (iii) dissolution, acquisition, merger where a Party is not the surviving entity of the merger, receivership or bankruptcy filing of either Party, or (iv) upon the occurrence of any corporate fraud, malfeasance or other illegal act or omission of either Party which impacts the ability of that Party to perform the Services.

Section 3.02 Termination. The Client shall have the right to terminate this Agreement prior to its expiration under the following conditions:

- (a) **Termination for Default:** In the event that Atlantic breaches any of the terms of this Agreement, and said breach is not cured within thirty (30) days after notice thereof is received by Atlantic.
- (b) **Termination for Convenience:** Without limiting any rights which Client may have for reason for any default by Atlantic, Client reserves the right to terminate this Agreement in whole or in part at its convenience by thirty (30) days written notice.
- (c) **Upon default** by either party of any material term, condition, covenant of the Agreement, and upon mutual failure to cure such default within thirty (30) days of written notice thereof, either party may terminate all or a portion of this Agreement. Atlantic shall be paid for all work delivered to and accepted by Client prior to the termination.
- (d) **Termination for Violation of Law.** This Agreement or any Task Order may be terminated by either Party immediately upon the other Party’s violation of any state or federal law, rule, regulation or administrative order applicable to this Agreement or a Contract or a Task Order. Such termination of this Agreement or any Task Order will relieve the non-breaching Party of any further obligations under this Agreement but shall not relieve or release the Party who violated any such state or federal law, rule, regulation or administrative order from any liability resulting directly or indirectly from such Party’s violation of any such state or federal law, rule, regulation or administrative order.

In the event of termination for any reason, Atlantic shall be paid for all work delivered and accepted in accordance with the Purchase Agreement, the fully burdened cost of any work not completed or delivered up until the time of termination and reasonable costs of terminating the work plus overheads and a reasonable profit thereon.

Termination of this Agreement shall not relieve Atlantic of its continuing compliance with the provisions of this Agreement, excepting the rendering of services.

Section 3.03 Representations. Atlantic represents that it, and its employees, is qualified to provide the services set forth in this Agreement, and that such Deliverables or any consulting shall meet the Client’s specifications, as well as those standards of workmanship and quality normally recognized in the industry. No representation is made that the quality of surveying services to be performed is greater than the quality of surveying services performed by other surveyors.

Article 4

FEES, EXPENSES, AND PAYMENT

Section 4.01 Fees. Atlantic shall be paid a Firm, Fixed Price (FFP) of \$150,578.84 as specified in the Proposal in exchange for services rendered or products provided. The amount to be paid by the Client as its share of the total amount is \$50,192.95. The FFP is inclusive of all direct and indirect labor, overtime, facilities, incidental supplies, indirect charges, profit and travel.

Section 4.02 Invoice and Payment. All three Participants agree to pay the same amount of \$50,192.95 to satisfy the total project FFP of \$150,578.85. Due to funding obligations regarding Mobile County Commission's operations, Mobile County's funds for this project will not be made available until October 1, 2020. Therefore, the City of Mobile and Mobile Area Water and Sewer System agree to pay equal monthly invoices until their total invoice amount is paid in full, with Mobile County Commission fulfilling their invoicing obligations at the conclusion of the project on, or after, October 1, 2020. The table below depicts the proposed invoicing schedule for this project.

	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020
City of Mobile	\$10,192.95	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	N/A
MAWSS	\$10,192.95	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	N/A
Mobile County Commission	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,192.95

The Client will pay all invoices within thirty (30) days after receipt of a correct, formal invoice. Notice of an apparent error, defect, or impropriety in an invoice shall be given to Atlantic within seven (7) days of receipt of the invoice by the Client.

Section 4.03 Taxes and Withholdings. Each Party shall be responsible for the payment of its own taxes, benefits, deductions, withholdings, and fees, as may be customary, attributable to such Party's performance hereunder.

Article 5

RELATIONSHIP BETWEEN ATLANTIC AND CLIENT

Section 5.01 Independent Contractor Status. Atlantic shall at all times act as an independent contractor in the performance of this Agreement. Neither Atlantic, nor its employees, shall present themselves to be employees, agents or representatives of the Client.

Section 5.02 Confidentiality and Non-Disclosure.

- (a) Each Party covenants and agrees that, during the Restrictive Period set forth in sub-part (b) of this Section 5.05, to maintain the Confidential Information received from the disclosing Party as secret and confidential and each Party (i) will hold the Confidential Information in trust and strictest confidence and not disclose the same to any third party, (ii) will protect the Confidential Information from disclosure and in no event take or fail to take any action causing, or fail to take the action necessary in order to prevent, any Confidential Information to lose its character as Confidential Information, and (iii) will not use, duplicate, reproduce, distribute, disclose or otherwise disseminate the Confidential Information except to perform its duties under this Agreement, a Purchase Order or a Task Order.
- (b) The Restrictive Period shall be (i) the Term plus (ii) three (3) years from the expiration or termination of this Agreement.
- (c) Neither Party shall have any further obligations of confidentiality or non-use with respect to any element of Confidential Information which it can demonstrate has ceased to be confidential or proprietary for any one or more of the following reasons:
 - (i) The information was in the public domain or was protected solely by patents, which patents have expired, or are invalid or otherwise unenforceable;

- (ii) The information otherwise is or becomes publicly known through no act or omission of a Party in violation of this Agreement;
 - (iii) The information was known by the Party, without limitation as to use or disclosure, prior to the beginning of the Restrictive Period;
 - (iv) The information was developed independently by such Party during the Restrictive Period;
 - (v) The information is obtained by such Party during the Restrictive Period from a third party and the Party had no knowledge or reason to know that the information was wrongfully obtained or disclosed by the third party or disclosed by it in violation of a contractual obligation; or
 - (vi) The information is expressly authorized by the other Party to be used or disclosed without restriction.
- (d) Confidential Information shall not be deemed to be publicly known or otherwise known prior to or during the Restrictive Period solely because the separate elements of the Confidential Information are known or embraced by more general information in a Party's possession or because they are embraced in general terms in publications or patents.
- (e) If a Party is requested or compelled by a court, agency or other governmental entity to disclose Confidential Information, such Party shall, to the extent practicable, (i) promptly notify the other Party of the existence, terms and circumstances, surrounding the request or order; (ii) consult with the other Party on the advisability of taking steps to resist or narrow the request or order; (iii) cooperate with the other Party in any lawful effort the other Party undertakes to obtain any such relief and with any efforts to obtain reliable assurance that confidential treatment will be given to that portion of the Confidential Information which is to be disclosed, provided, that the Party requested or compelled to disclose the Confidential Information shall not be required to incur any expense or expose itself to any fines or penalties in connection therewith; and (iv) furnish only such portions of the Confidential Information as the Party is advised by its counsel legally must be disclosed, unless the other Party expressly authorizes broader disclosure.
- (f) At the request of Provider, Receiver shall, at its own expense, promptly, and in any event no later than ten (10) days after receipt of such request, redeliver to Provider all written Confidential Information and any other written material containing or reflecting any information in the Confidential Information, and will not retain any copies, extracts or other reproductions (including any computer tapes or discs, other electronic images, or oral reproductions) in whole or in part of such written material. All documents, memoranda, notes and other writings or materials whatsoever prepared by Receiver based on information in the Confidential Information shall be destroyed, and such destruction shall be certified in writing to the Provider. Any oral Confidential Information will remain subject to this Agreement.
- (g) Each Party acknowledges that the Confidential Information of the other Party is valuable and proprietary and gives such Party a competitive advantage. The loss of confidentiality with respect to any Confidential Information would cause irreparable injury. The Parties acknowledge that money damages may be an inadequate remedy for breach of this Agreement because of the difficulty of ascertaining the amount of damage that will be suffered if this Agreement were breached. Accordingly, in the event of any breach or imminently threatened breach by a Party of any of the covenants of confidentiality contained in this Section 5.05, the other Party may obtain equitable relief, including a temporary restraining order, preliminary injunction and/or permanent injunction to prevent or ameliorate such breach or threatened breach. In the event a Party obtains any such relief, the Party may also be entitled to recover all of its reasonable attorneys' fees, expenses and court costs incurred in connection therewith. This Section 5.05 survives termination of this Agreement.

Section 5.03 Indemnification. Atlantic shall defend, indemnify and hold Client harmless from and against any and all liabilities, losses, damages, fines, judgments, claims, suits, actions, and expenses (including, but not limited to, attorney's fees and costs) arising out of or relating to personal injury or death to persons, including employees and agents or damage to personal or real property, arising out of or in connection with Atlantic's grossly negligent performance of, or intentional misconduct in connection with, this Agreement. However, Client agrees that Atlantic's liability hereunder for damages, regardless of the form of action, shall not exceed the total amount paid to Atlantic under this Agreement. In no event shall Atlantic be required to indemnify Client for Client's own negligence or intentional misconduct.

Section 5.04 DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED BY IT OR ITS PERSONNEL OR THE RESULTS OBTAINED FROM IT OR THEIR WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES NOT EXPRESSLY PROVIDED FOR HEREIN ARE AFFIRMATIVELY DISCLAIMED.

Section 5.05 LIMITATION OF LIABILITY. EACH PARTY'S CUMULATIVE LIABILITY UNDER OR FOR ANY AND ALL BREACHES OF THIS AGREEMENT SHALL BE LIMITED IN THE AGGREGATE TO THE TOTAL AMOUNT PAID TO SUCH PARTY UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOSS OF PROFITS, ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY CLAIMS OR DEMANDS BROUGHT AGAINST THE OTHER PARTY BY ANY THIRD PARTY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY FAILURE OR DELAY CAUSED BY EVENTS BEYOND SUCH PARTY'S CONTROL, INCLUDING, WITHOUT LIMITATION, THE CLIENT'S OR ATLANTIC'S FAILURE TO FURNISH NECESSARY INFORMATION; SABOTAGE; FAILURE OR DELAYS IN TRANSPORTATION OR COMMUNICATION; FAILURES OR SUBSTITUTIONS OF EQUIPMENT; LABOR DISPUTES; ACCIDENTS; SHORTAGES OF LABOR, FUEL, RAW MATERIALS OR EQUIPMENT; OR TECHNICAL FAILURES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

Article 6

RESOLUTION OF DISPUTES

Section 6.01 Claims. This Article 6, including the Sections and subparagraphs contained herein, is referred to as the "Dispute Resolution Provision." This Dispute Resolution Provision is a material inducement for the Parties entering into this Agreement. This Dispute Resolution Provision concerns the resolution of any controversies or claims between the Parties, whether arising in contract, tort or by statute, including but not limited to controversies or claims that arise out of or relate to: (i) this Agreement (including any renewals, extensions or modifications); or (ii) any Task Order or other document related to this Agreement.

Section 6.02 Process. Any dispute must be submitted in writing along with a specific request for cure to the other party within 30 days of the occurrence of the issue. The receiving party must submit in writing a letter of cure and a specific timeline for implementing the cure. Any disputes not resolved in this timeframe or manner may result in default of this agreement and additional legal action.

Section 6.03 Governing Law. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Alabama.

Article 7

MISCELLANEOUS

Section 7.01 Insurance. Atlantic shall maintain its own insurance, including, but not limited to, the following coverages:

- | | |
|----------------------------------|------------------------------------|
| (a) Commercial General Liability | \$1,000,000; Aggregate \$2,000,000 |
| (b) Automobile Liability | \$1,000,000 |
| (c) Umbrella Liability | \$2,000,000 |
| (d) Workers Compensation | \$1,000,000 |
| (e) Professional Liability | \$1,000,000 |
| (f) Errors & Omissions | \$1,000,000 |

Section 7.02 Notices. Except as specified herein, all notices and other communications and approvals permitted or required by the provisions of the Agreement shall be in writing and shall be personally delivered or delivered through a recognized international air courier service or shall be deposited in a lawful mail depository in either the country of incorporation of the Party giving the notice or the country of incorporation of the Party receiving the notice, designated as registered or certified mail, return receipt requested (or the nearest functional equivalent thereto outside the United States of America) bearing adequate first class airmail postage (or the nearest functional equivalent thereto outside the United States of America) and addressed as provided below in this Section 7.02. Alternatively, all notices and other communications and approvals permitted or required by the provisions of this Agreement shall be in writing and shall be sent via electronic means such as e-mail or fax to the email address or fax number, as applicable, as provided below in this Section 7.02, provided that the Party giving such notice obtains acknowledgement or confirmation by email, facsimile transmission or from the courier service that such notice has been received by the Party to be notified. Notices delivered in person or by a recognized international air courier service or via email or fax shall be deemed received and effective upon the delivery thereof to the addressee. Notices by mail shall be effective upon receipt thereof by the addressee or upon the fifth (5th) Day subsequent to the postmark date, whichever is earlier. Rejection or the refusal to accept or the inability to deliver by mail because of a change in address of which no notice was given as provided herein shall be deemed to be receipt of the notice sent as of the fifth (5th) Day subsequent to the postmark date. Rejection or the refusal to accept or the inability to deliver by recognized international air courier service or via email or fax because of a change in address or a change of email address or fax numbers of which no notice was given as provided herein shall be deemed to be receipt of the notice sent as of the date delivery was attempted by the recognized international air courier service or as of the date of the email or fax transmission, as applicable. By giving to the other Party hereto at least ten (10) Days' notice thereof, each Party hereto shall have the right from time to time and at any time while this Agreement is in effect to change its respective address, email address or fax number and each shall have the right to specify as its new address, email address or fax number any other address, email address or fax number. Each notice shall be addressed, until notice of change as aforesaid has been made, as follows:

- (g) If intended for Client, to:
City of Mobile
Mobile Government Plaza
205 Government Street
Mobile, AL 36602
UNITED STATES OF AMERICA
Attention: Ms. Patricia Creamer
Office Number: (205) 208-7827
e-mail address: creamers@cityofmobile.org

- (h) If intended for Atlantic, to:
The Atlantic Group, LLC
2223 Drake Avenue SW, Suite 200
Huntsville, AL 35805
UNITED STATES OF AMERICA
Attention: Mr. Brian Mayfield, President & CEO
Office Number: (256) 971-9991

e-mail address: brian.mayfield@atlantic.tech

Section 7.03 Force Majeure.

- (a) For the purpose hereof, force majeure shall be any of the following events: acts of God, compliance with any order, regulation, decree of governmental authority or agency purporting to act therefore, acts of war, public disorder, rebellion, terrorism or floods, hurricanes or other storms; or strikes or disputes, or any other cause, not within the reasonable control of the party affected.
- (b) A delay in or failure of performance of either the Client or Atlantic shall not constitute a default hereunder nor be the basis for any claim for damages, if such delay or failure is caused by force majeure.
- (c) The party prevented from performing by force majeure (i) shall be obligated within a period not to exceed 14 days after the occurrence or detection of such event to give notice to the other party setting forth in reasonable detail the nature therefore and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.

Section 7.04 Entire Agreement of the Parties. This Agreement is the sole and complete agreement between the Parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals or communications, oral or written, of either Party. This Agreement may be amended only by a writing executed by the authorized representatives of both Parties and any Amendment to this Agreement must be in a writing executed by the authorized representatives of both Parties. This Agreement, and any Amendment to this Agreement, may be executed and delivered in counterparts all of which taken together constitute one single agreement between the Parties. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

Section 7.05 Order of Precedence.

- (a) This contract supersedes all other documents.
- (b) Atlantic's proposal supersedes any RFP or written request documents.
- (c) Client request and/or RFP supersedes any verbal communications that are not documented in any other agreement.

Section 7.06 Nondiscrimination. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

Section 7.07 Compliance with Alabama Immigration Law. By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

Section 7.08 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.

Section 7.09 Severability. If any of the provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.



Section 7.10 Headings. The section and article headings used herein are for reference only, and shall not limit or control any term or provision of this Agreement or the interpretation or construction hereof.

Section 7.11 Waiver. No waiver of any breach of any provisions of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof and no waiver shall be effective unless made in writing. All remedies available to either Party for one or more breaches by the other Party are and shall be deemed cumulative and may be exercised separately or concurrently without waiver of any other remedies. The failure of either Party to act in the event of a breach of this Agreement by the other Party shall not be deemed a waiver of such breach or a waiver of future breaches. In the event that any provision of this Agreement shall be held invalid or otherwise unenforceable, such provision shall be severed and the remaining provisions of this Agreement shall continue in full force and effect. No failure of any Party to exercise any power given under this Agreement or to insist upon strict compliance with any obligation specified in this Agreement and no custom or practice at variance with the terms of this Agreement shall constitute a waiver of any Party's right to demand exact compliance with the terms of this Agreement. No waiver or alleged waiver shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

Section 7.12 Survival of Certain Sections. Articles 1, 2, 4, 5 and 6 of this Agreement and Sections 7.02, 7.04, 7.06, 7.07, 7.08 and this Section 7.12 of this Agreement shall survive the termination, cancellation or expiration of the Agreement and shall remain in full force and effect after the termination, cancellation or expiration of the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

On behalf of:
The Atlantic Group, LLC

Brian Mayfield President & CEO

05/18/2020

Signature Date

On behalf of:
City of Mobile (ALABAMA)

William S. Stimpson, Mayor

Printed Name Title

Signature Date

Lisa Carroll-Lambert, City Clerk

Attested:

Printed Name Title

Signature Date

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J Smith Lanier & Co Huntsville P. O. Box 6087 206 Exchange Place Huntsville, AL 35813-0087	CONTACT NAME: PHONE (A/C, No, Ext): - FAX (A/C, No): E-MAIL ADDRESS:														
INSURED The Atlantic Group, LLC 2223 Drake Ave., SW, Ste. 200 Huntsville, AL 35805	<table border="1"> <thead> <tr> <th data-bbox="815 426 1433 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1563 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="815 453 1433 480">INSURER A : Valley Forge</td> <td data-bbox="1433 453 1563 480">20508</td> </tr> <tr> <td data-bbox="815 480 1433 508">INSURER B : Continental Casualty Company</td> <td data-bbox="1433 480 1563 508">20443</td> </tr> <tr> <td data-bbox="815 508 1433 535">INSURER C : QBE Insurance</td> <td data-bbox="1433 508 1563 535">39217</td> </tr> <tr> <td data-bbox="815 535 1433 562">INSURER D : Axis Insurance Company</td> <td data-bbox="1433 535 1563 562">37273</td> </tr> <tr> <td data-bbox="815 562 1433 590">INSURER E : Transportation Insurance</td> <td data-bbox="1433 562 1563 590">20494</td> </tr> <tr> <td data-bbox="815 590 1433 617">INSURER F :</td> <td data-bbox="1433 590 1563 617"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Valley Forge	20508	INSURER B : Continental Casualty Company	20443	INSURER C : QBE Insurance	39217	INSURER D : Axis Insurance Company	37273	INSURER E : Transportation Insurance	20494	INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Valley Forge	20508														
INSURER B : Continental Casualty Company	20443														
INSURER C : QBE Insurance	39217														
INSURER D : Axis Insurance Company	37273														
INSURER E : Transportation Insurance	20494														
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			6045333633	08/22/2019	08/22/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
E	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			6045333583	08/22/2019	08/22/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10000			6045333678	08/22/2019	08/22/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	AWC0300069	09/17/2019	09/17/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liab			4025372227	04/26/2020	04/26/2021	\$1,000,000 Per Claim \$3,000,000 Aggregate
D	Cyber Liability			P00100015688002	05/16/2020	05/16/2021	\$1 Mil Limit/\$2,500 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Mobile is included as additional insured when required by written contract but only with respects to the general liability insurance and subject to the provisions and limitations of the policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile Mobile Government Plaza 205 Government Street Mobile, AL 36602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

Nick Amberger, PE
City Engineer

Sponsored by:

Mayor Stimpson and Council - members Richardson, Manzie, Small, Williams, Daves, Rich and Gregory.

Purpose and Scope of Project:

To accept professional service contract with Southern Earth Sciences, Inc. This is either necessary to respond to COVID - 19 or necessary to preform essential minimal functions of the Council.

Amount of Contract:

\$18,500.00

Funding Source

Project #

Project String 10043005-48030

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

Grant Funds

Discretionary Funds

Contract Number:

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	5/18/2020 - 2:13 PM
Budget	Sapp, Celia	Approved	5/20/2020 - 7:11 AM
Legal	Kern, Chris	Approved	5/20/2020 - 1:44 PM
			5/20/2020 - 1:44

Legal
Mayors
Office

Kern, Chris
Wesch, Paul

Approved
Approved

PM
5/21/2020 -
10:10 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

Jennifer Greene, Acting Director Programs and Project Management
Nick Amberger, City Engineer

Sponsored by:

Mayor William S. Stimpson and Councilman C.J. Small

Purpose and Scope of Project:

This agreement is to accept and receive funds in the amount of \$3,000,000 from the City of Mobile's National Fish and Wildlife Foundation (NFWF) Gulf Environmental Benefit Fund (GEBF) Grant to cooperate in the replacement of the existing bridge on SR 163 over Perch Creek in the City of Mobile with the Alabama Department of Transportation (ALDOT). The Perch Creek Bridge replacement will be completed by ALDOT at the estimated cost of \$6,000,000, and \$3,000,000 will be pass-through funds contributed to the total cost of the project from the current NFWF GEBF grant by the City of Mobile. This is a critical item to City Council business and is a critical Public Works infrastructure project on SR 163.

Amount of Contract:

N/A

Effective Date of Contract:

6/1/2020

Funding Source

Project # N/A

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

Budget Amendment REDUCE N/A INCREASE N/A

Grant Funds 3,000,000

Matching Funds 0

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	5/14/2020 - 11:22 AM
Accounting	Christian, Rebecca	Approved	5/14/2020 - 3:48 PM
Legal	Kern, Chris	Approved	5/14/2020 - 5:30 PM
Legal	Kern, Chris	Approved	5/14/2020 - 5:30 PM
Mayors Office	Wesch, Paul	Approved	5/21/2020 - 10:10 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

Carleen Stout-Clark, Real Estate Officer
Michelle Melton, Deputy Director, REAM

Sponsored by:

Mayor William S. Stimpson
Councilmember Levon C. Manzie

Purpose and Scope of Project:

This request is on behalf of Real Estate to recommend offering 320 Dauphin St. for sale. This declaration is necessary to perform essential minimum functions of the Council and is necessary pursuant to the City of Mobile Real Estate Policy. In the event the City receives an offer of purchase under favorable terms and conditions, the purchase and sale agreement will be presented to the Council for consideration of an ordinance declaring the property no longer needed for municipal purposes. A harm in a delay will result in a loss of potential sale of City-owned property that currently does not yield any revenue.

Amount of Contract:

N/A

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	5/20/2020
Routing Form	Exhibit	5/20/2020
Recommendation to Sell		
Exhibit A Legal Sketch	Exhibit	5/20/2020
Photo		

REVIEWERS:

Department Reviewer		Action	Date
Real Estate Melton, Michelle		Approved	5/20/2020 - 11:53 AM
Legal	Kern, Chris	Approved	5/20/2020 - 1:47 PM
Mayors Office	Wesch, Paul	Approved	5/21/2020 - 10:14 AM

2020

RESOLUTION

Sponsored by William S. Stimpson, Mayor and Levon C. Manzie, Councilmember

WHEREAS, the City of Mobile owns 320 Dauphin Street (the subject property), a vacant 2,970 ± square ft. commercial space (formerly Dauphin Street Police Precinct & Police Museum), located on a 3,124± square ft. parcel, described in Exhibit A (attached); and

WHEREAS, the City is not utilizing the property and the current zoning for the property is mixed use commercial building (T5.1); and

WHEREAS, the City would benefit from the sale of the property under favorable terms and conditions;

NOW, THEREFORE, the City Council of the City of Mobile hereby RESOLVES:

That it does not object to offering the subject property for sale. In the event that the City receives an offer to purchase under favorable terms and conditions, the purchase agreement will be presented to the Council for consideration, and the Council may, if it deems appropriate, adopt an ordinance declaring the property not needed for public purpose and authorizing the execution of the purchase agreement.

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

Adopted:

City Clerk

ROUTING FORM: RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY

I. Property Address: 320 Dauphin Street

City Council District and Zoning: District 2, Councilmember: Levon C. Manzie

Zoning: T5.1 (mixed use commercial medium intensity)

Sale or Lease: Building and Land Sale

II. Acquisitions by City:

- How Purchased from a private citizen for a mini-police precinct & video surveillance on Dauphin St.

- When Closed purchase 10-31-1997

- Special Circumstances (if applicable):

III. Why Sale recommended: The City of Mobile no longer utilizes the property and would benefit from a sale of the property under favorable terms and conditions

"EXHIBIT A"

Legal Description: Lot 1 Zoghby Building S/D Unit One recorded in Map Book 76, Page 12 Mobile County Probate Court Records in Mobile, Alabama.

320 Dauphin St., Mobile, AL 36602





AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

5/21/2020 - 3:38
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Rich

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

5/27/2020 -
11:37 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council member Fredrick Richardson, Jr. - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Renewal Date of Contract:

6/2/2020

Funding Source

Project # 2056 General Gorgas Drive N - ME-280-19 **Discretionary Funds** N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	5/27/2020 - 1:43 PM
City Clerk	Merchant, Mary Ann	Approved	5/28/2020 - 12:20 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council member - Levon C. Manzie - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Effective Date of Contract:

6/2/2020

Funding Source

Project # 354 Dunbar Street - ME-250-19

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

Budget Amendment REDUCE N/A INCREASE N/A

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	5/27/2020 - 1:45 PM
City Clerk	Merchant, Mary Ann	Approved	5/28/2020 - 12:21 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Levon C. Manzie - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

6/2/2020

Funding Source

Project # 661 Patton Avenue - ME-256-19

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	5/27/2020 - 1:54 PM
City Clerk	Merchant, Mary Ann	Approved	5/28/2020 - 12:21 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Levon C. Manzie - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

6/2/2020

Funding Source

Project # 1255 Persimmon Street - ME-257-19

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	5/27/2020 - 1:30 PM
City Clerk	Merchant, Mary Ann	Approved	5/28/2020 - 12:20 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council member C. J. Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

6/2/2020

Funding Source

Project # 1312 Charmaine Circle N - ME-007-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	5/27/2020 - 1:32 PM
City Clerk	Merchant, Mary Ann	Approved	5/28/2020 - 12:20 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember C. J. Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

6/2/2020

Funding Source

Project # 1413 Windsor Avenue - ME-076-18

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	5/27/2020 - 1:40 PM
City Clerk	Merchant, Mary Ann	Approved	5/28/2020 - 12:20 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council member - C. J. Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

6/2/2020

Funding Source

Project # 3608 Kent Road - ME-002-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Rejected	5/27/2020 - 12:59 PM
Municipal Enforcement	Davis, Miranda	Approved	5/27/2020 - 2:10 PM
Municipal Enforcement	Daughenbaugh, David	Approved	5/27/2020 - 3:37 PM
City Clerk	Merchant, Mary Ann	Approved	5/28/2020 - 12:21 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council member - Joel Daves - District 5

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

6/2/2020

Funding Source

Project # 560 Mohawk Street - ME-010-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	5/27/2020 - 1:53 PM
City Clerk	Merchant, Mary Ann	Approved	5/28/2020 - 12:21 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Manzie

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

5/28/2020 - 9:42
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

Nick Amberger, P.E.
City Engineering

Sponsored by:

Mayor William S. Stimpson and Councilman Joel Daves

Purpose and Scope of Project:

To accept a construction contract with C. Thornton, Inc. for drainage improvements and repairs.

This effort is CIP funded.

Amount of Contract:

\$1,583,121.40

Funding Source

Project # C0220

Project String 20002000-48010

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

Grant Funds

Discretionary Funds

Contract Number:2779

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	5/27/2020 - 10:25 AM
Capital	Hollins, Tiffany	Approved	5/27/2020 - 11:34 AM
Mayors Office	Wesch, Paul	Approved	5/28/2020 - 8:34 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

Kimberly Harden, Director of Architectural Engineering Department

Sponsored by:

Councilmember John C. Williams and Mayor Stimpson

Purpose and Scope of Project:

For Professional Services

Amount of Contract:

\$80,385.00

Funding Source

Project # Mims Park - Synthetic Turf Athletic Field
A, PR-029-20 C0037

Discretionary Funds

Project String 20002000-42200

Contract Number:2780

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

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Harden, Kim	Approved	5/28/2020 - 11:42 AM
Capital	Hollins, Tiffany	Approved	5/28/2020 - 12:11 PM
Legal	Kern, Chris	Approved	5/28/2020 - 12:49 PM
Mayors Office	Wesch, Paul	Approved	5/28/2020 - 3:11 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve a per-Item bid for Swimming Pool Furniture to Leslie's Poolmart Inc.

Amount of Contract:

N/A to be purchased at unit prices indicated

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200528 Leslie's Agenda Item Bids	Cover Memo	5/28/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	5/28/2020 - 3:10 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Award, to the designated vendor, for the indicated time period, and if renewable, renewable without further action by Council, for the specified item(s) at the unit prices indicated.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
<u>5419</u>	SWIMMING POOL FURNITURE	5	Various, see bid tab	6 months	Leslie's Poolmart Inc.

Adopted:

City Clerk

TABULATION SHEET

BID # 5419 SWIMMING POOL FURNITURE

STACKING CHAISE WITH ARMS, STACKING CHAIR, TABLE, UMBRELLA, BASE

BASSETT OUTDOOR CONTRACT	\$ 26,560.00
--------------------------	--------------

FURNITURE BY WILLIAM WEBB	\$ 28,016.00
---------------------------	--------------

LESLIE'S POOLMART, INC.	\$ 18,352.00
-------------------------	--------------

PIONEER POOL PRODUCTS INC	\$ 22,400.00
---------------------------	--------------

PKJ INTERNATIONAL LLC	\$ 56,832.00
-----------------------	--------------

TODAY'S PATIO	\$ 26,736.00
---------------	--------------

TEXACRAFT	\$ 24,534.35
-----------	--------------

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:

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

**Purchasing Department
and Package Delivery:**

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

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

Typed by: _____ en Buyer: 004

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

DATE 05/04/2020	BID NO. 5419	DEPARTMENT Parks & Recreation	Commodities to be delivered F.O.B. Mobile to: Various
--------------------	-----------------	----------------------------------	--

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

10:30 AM Thursday, May 21, 2020

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	SWIMMING POOL FURNITURE					
16	Stacking Chaise with Arms 26.75 inch wide X 63 inch deep X 46.75 inch high Seat height 15 inch Arm height 19 inch Powder Coat aluminum frame Stainless Steel hardware Frame finish – textured Kona Fabric – Bailey #803 Gardenella sling adjustable chaise #772 or equal MAKE _____ MODEL _____					
64	Stacking arm chair 24 inch wide X 28.5 inch deep X 34 inch high Seat height 17 inch Frame finish – textured Kona Fabric – Bailey #803 Gardenella sling arm chair #767 or equal MAKE _____ MODEL _____					
16	Round dining table Recycled acrylic top 48 inch X 28 inch high Aluminum frame Umbrella hole Color: sunset lava Leslie Pool #954053 or equal MAKE _____ MODEL _____					
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 3					
16		Umbrella Market Style Aluminum Nine foot diameter Beige Leslie Pool #75747 or equal MAKE _____ MODEL _____					
16		Umbrella base Round – 18 inch Resin Beige Leslie Pool #75741 or equal MAKE _____ MODEL _____ Initial order to have four different delivery locations. The minimum quantities shown above will be the initial order. Additional quantities may be requested. Quoted delivered pricing FOB Mobile. Furniture quoted must be similar in style and quality as to items specified. 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.					

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 _____

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



PROCUREMENT DEPARTMENT

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

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

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

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

It is the responsibility of the bidder to insure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions. All bids are F.O.B. Destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to Florida Transcor Inc for pre-melter trailer package and thermoplastic applicator.

Amount of Contract:

\$59,500.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200528 FLTranscom Agenda Package POs	Cover Memo	5/28/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	5/28/2020 - 3:10 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>5664</u>	2020	(2060) TRAFFIC ENGINEERING	ROADWAY STRIPING THERMOPLASTIC PRE-MELTER TRAILER PACKAGE W/OPTIONAL THERMOPLASTIC APPLICATOR (SEALED BID 5418)	\$59,500.00	(<u>287685</u>) <u>FLORIDA</u> <u>TRANSCOR INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005664-00 FY 2020 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 910514396 Status: Released	Page 1
--	---	--------

Vendor FLORIDA TRANSCOR INC 6683 STUART AVE JACKSONVILLE, FL 32254 Tel#800-766-7604 Fax 904-783-0292	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
01/28/20	287685				TRAFFIC ENGINEERING

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

General Notes

001	QUOTE ATTACHED FOR PURCHASE OFF BUY BOARD CO-OP CONTRACT 534-17 DUAL 720 LBS PREMELTER TRAILER PACKAGE INCLUDING TWO-720 LBS PREMELTERS MOUNTED ON 10,400 LB LOW-DECK TRAILER Additional Description Notes	1.00	32000.00000	32000.00
-----	---	------	-------------	----------

DETAILED SPECIFICATIONS FOR TRAILER PACKAGE ATTACHED TO REQUISITION FOR REFERENCE

1	2000.80.00.0000.0000.0000.0000.47010. E E0043 .CAPEQUIPMT.			32000.00
---	---	--	--	----------

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

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

002	THERMOPLASTIC APPLICATOR, 12" DIE, ALL STEEL FOR USE WITH TRANTEX	1.00 EACH	2500.00000	2500.00
-----	--	--------------	------------	---------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005664-00 FY 2020 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 910514396 Status: Released	Page 2
--	---	--------

Vendor FLORIDA TRANSCOR INC 6683 STUART AVE JACKSONVILLE, FL 32254 Tel#800-766-7604 Fax 904-783-0292	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
01/28/20	1287685				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MODEL 360 MIIT HANDLINER			
1	2000.80.00.0000.0000.0000.0000.47020. E E0043 .EQUIPUND5K.			2500.00
	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	THERMOPLASTIC APPLICATOR, 4" DOUBLE DIE WITH 4" GAP, ALL STEEL FOR USE WITH TRANTEX MODEL 360 MIIT HANDLINER	1.00 EACH	3350.00000	3350.00
1	2000.80.00.0000.0000.0000.0000.47020. E E0043 .EQUIPUND5K.			3350.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005664-00 FY 2020 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 910514396 Status: Released	Page 3
--	---	--------

Vendor FLORIDA TRANSCOR INC 6683 STUART AVE JACKSONVILLE, FL 32254 Tel#800-766-7604 Fax 904-783-0292	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
01/28/20	1287685				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
004	THERMOPLASTIC APPLICATOR, 6" DIE, ALL STEEL FOR USE WITH TRANTEX MODEL 360 MIIT HANDLINER	1.00 EACH	1650.00000	1650.00
1	2000.80.00.0000.0000.0000.0000.47020. E E0043 .EQUIPUND5K.			1650.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005664-00 FY 2020 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 910514396 Status: Released	Page 4
--	---	--------

Vendor FLORIDA TRANSCOR INC 6683 STUART AVE JACKSONVILLE, FL 32254 Tel#800-766-7604 Fax 904-783-0292	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
01/28/20	287685				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
005	THERMOPLASTIC HANDLINER APPLICATOR TRANTEX MODEL 360MIIT WITH 4" ALL STEEL DIE	1.00 EACH	12000.00000	12000.00
1	2000.80.00.0000.0000.0000.0000.47010. E E0043 .CAPEQUIPMT.			12000.00
Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604				
006	THERMOPLASTIC HANDLINER EXTRA TANK, 360 LB WITH THERMOSTAT; QUICK CHANGE KETTLE FOR TRANTEX MODEL 360MIIT	1.00 EACH	3200.00000	3200.00
1	2000.80.00.0000.0000.0000.0000.47020. E E0043 .EQUIPUND5K.			3200.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005664-00 FY 2020 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 910514396 Status: Released	Page 5
--	---	--------

Vendor FLORIDA TRANSCOR INC 6683 STUART AVE JACKSONVILLE, FL 32254 Tel#800-766-7604 Fax 904-783-0292	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
01/28/20	1287685				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
007	TOMMY LIFT ADD-ON TO TRAILER PACKAGE	1.00 EACH	4800.00000	4800.00
1	2000.80.00.0000.0000.0000.0000.47020. E E0043 .EQUIPUND5K.			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			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005664-00 FY 2020 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 910514396 Status: Released	Page 6
--	---	--------

Vendor FLORIDA TRANSCOR INC 6683 STUART AVE JACKSONVILLE, FL 32254 Tel#800-766-7604 Fax 904-783-0292	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
01/28/20	1287685				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
008	TRADE-IN GRACO 300TC THERMOLAZER WITH 4", 6", 12" AND DOUBLE 4" DIES Additional Description Notes ----- APPROXIMATE VALUE OF TRADE-IN IS \$3000.00. DISCOUNT TO BE APPLIED TO INVOICE.	1.00 EACH	0.00000	0.00
1	2000.80.00.0000.0000.0000.0000.47020. E E0043 .EQUIPUND5K.			.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 59500.00

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

Account	Amount	Remaining Budget
E E0043 .CAPEQUIPMT.	44000.00	105572.24

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005664-00 FY 2020 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 910514396 Status: Released	Page 7
---	---	--------

Vendor FLORIDA TRANSCOR INC 6683 STUART AVE JACKSONVILLE, FL 32254 Tel#800-766-7604 Fax 904-783-0292	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
01/28/20	287685				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
E E0043	.EQUIPUND5K.		15500.00	105572.24

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.	44000.00	
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)		
2000.80.00.0000.0000.0000.0000.47020.	15500.00	
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (LESS THAN \$5000)		

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

Activity	Date	Clerk	Comment
Approved	01/30/20	MARYBETH BERGIN	Auto approved by: 91054000
Approved	01/30/20	JENNIFER WHITE	
Approved	01/30/20	TIFFANY HOLLINS	
Approved	01/30/20	MARILYN MCMILLAN	Auto approved by: 910514227
Approved	01/30/20	RELYA MALLORY	Auto approved by: 910514227
Queued	01/30/20	DONNA MICHELE STANLEY	Auto approved by: 910514227
Queued	01/30/20	DONALD ROSE	Auto approved by: 910514227
Queued	01/30/20	BOBBY IRBY	Auto approved by: 910514227
Queued	01/30/20	JOHN PAINE	Auto approved by: 910514227
Queued	01/30/20	JOHN PAINE	Auto approved by: 910514227

Authorized By: _____ Date: _____
 Signature

BID TAB 5418

Vendor Name	TRAILER PACKAGE APPLICATOR	OPTIONAL TRADE-IN VALUE
--------------------	-----------------------------------	--

BAY STRIPING LLC	NO RESPONSE		
BROOKS BROTHERS TRAILERS	NO RESPONSE		
BUILDINGS TRAILERS AND MORE LLC	NO RESPONSE		
CAPITAL TRAILER & EQUIPMENT CO INC	NO RESPONSE		
FLORIDA TRANSCOR INC	\$36,800.00	\$25,700.00	\$3,000.00
GRACO INC	NO RESPONSE		
GULF CITY BODY & TRAILER WORKS INC	NO RESPONSE		
GULF SALES & SUPPLY	NO RESPONSE		
LEWIS TRAILER SALES	NO RESPONSE		
MOBILE PAINT MANUFACTURING COMPANY INC	NO RESPONSE		
MRL EQUIPMENT COMPANY	NO RESPONSE		
PPG ARCHITECTURAL FINISHES INC	NO RESPONSE		
PORT CITY TRAILERS INC	NO RESPONSE		
PORTLAND COMPRESSOR	NO RESPONSE		
SANSOM EQUIPMENT CO INC	NO BID		
SHERWIN WILLIAMS CO	NO RESPONSE		
THE ADVANCED STRIPING EQUIPMENT	NO RESPONSE		
TRAILER WORLD ACQUISITIONS, LLC	NO RESPONSE		
TRUCK EQUIPMENT SALES INC	NO RESPONSE		
US ENVIROCLEAN LLC	NO RESPONSE		

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:

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

**Purchasing Department
and Package Delivery:**

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

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

Typed by: _____ en Buyer: 006

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

DATE 4/22/2020	BID NO. 5418	DEPARTMENT VARIOUS	Commodities to be delivered F.O.B. Mobile to: As To Be Specified
-------------------	-----------------	-----------------------	---

This bid must be received and stamped by the Purchasing office not later than: 10:30 AM, Thursday, May 14, 2020

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Qty 1-3	STRIPING PREMELTER TRAILER PACKAGE OPERATOR PROPELLED THERMOPLASTIC APPLICATOR Thermoplastic pre- melter trailer with a minimum GVRW rating of 9,990 lbs. Unit shall consist of a trailer equipped with dual 720 lb. (1,440 lb. total capacity) thermoplastic pre-melters mounted at the rear of the trailer platform. The trailer shall be rigid plumbed to provide fuel to the pre-melter burner system. Two (2) bottle racks shall be mounted and supplied with securing system for propane bottles. The trailer shall also be equipped with a hydraulic lift mounted at the forward left corner of trailer deck for loading of an applicator. As per attached specifications. Make_____ Model_____					
Qty 1-3	360-pound capacity operator propelled thermoplastic applicator designed to place thermoplastic road marking material on roadways. THERMOPLASTIC APPLICATOR, 12" DIE, ALL STEEL THERMOPLASTIC APPLICATOR, 4" DOUBLE DIE WITH 4" GAP, ALL STEEL THERMOPLASTIC APPLICATOR, 6" DIE, ALL STEEL THERMOPLASTIC HANDLINER APPLICATOR WITH 4" ALL STEEL DIE THERMOPLASTIC HANDLINER EXTRA TANK, 360 LB WITH THERMOSTAT; QUICK CHANGE KETTLE. As per attached specifications.					
Page 1 of 3			TOTAL			

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 Make _____ Model _____ UPON AWARD THE CITY WILL PURCHASE THE MINIMUM QUANTITY ABOVE. Provide literature and specifications on all alternate products bid. Quote delivered pricing FOB Mobile. Include all freight and delivery charges in your pricing. City will not pay freight or handling charges after the fact. Pricing should include 1 day of training in use and operation of each of the above items upon delivery. UPON AWARD THE CITY WILL PURCHASE THE MINIMUM QUANTITY ABOVE. TO BE AWARDED ON AN ITEM BASIS Option: Trade-in Graco Current 00TC Thermolazer with 4", 6", 12" and Double 4" dies. Trade-in to be applied to invoice if city decides to Trade in this unit. Make _____ Model _____ All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.					
			TOTAL			

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

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Page _____ of _____

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

SPECIFICATIONS
TRANTEX MODEL TR720eDH
DUAL THERMOPLASTIC PRE-MELTER LOW-DECK TRAILER
CITY OF MOBILE, ALABAMA

1. GENERAL:

These specifications are intended to describe the minimum requirements for a thermoplastic pre-melter trailer with a minimum GVRW rating of 9,990 lbs. Unit shall consist of a trailer equipped with dual 720 lb. (1,440 lb. total capacity) thermoplastic pre-melters mounted at the rear of the trailer platform. The trailer shall be rigid plumbed to provide fuel to the pre-melter burner system. Two (2) bottle racks shall be mounted and supplied with securing system for propane bottles. The trailer shall also be equipped with a hydraulic lift mounted at the forward left corner of trailer deck for loading of an applicator.

II. WORKMANSHIP AND MATERIALS:

All equipment furnished and the parts thereof shall be of the manufacturer's latest listed and published stock models that meet all requirements of the specification. All design, workmanship, and materials shall in every respect be in accordance with the best current practice in the industry and all materials used shall be new.

III. MACHINE AND COMPONENTS FINISH:

The complete machine and all components, including tanks, dies, etc., shall have the minimum protective coating described in the following:

All metal parts and components, unless zinc plated or aluminum shall have one prime coat and one finish coat of paint. The prime coat materials shall be specifically compounded for the respective metals to which they are applied. The thermoplastic holding tank and dies shall be painted with heat resistant paint designed for temperatures of up to 1200 degrees F.

IV. PRE-MELTERS:

The pre-melters shall be specially fabricated cylindrical steel containers having a capacity to heat 720 pounds each of thermoplastic material. Fabrication shall be such to prevent warping or cracking of containers. The containers will be built with an outer stainless- steel jacket, insulated to prevent heat loss (no exceptions). The cylinders shall have three (3) flue gas vents that exit a minimum of 18" above the top horizontal plate of the pre-melter. The three (3) flue vents shall be located with one on each side and one (1) on the top of each container. Flue gas vents shall be designed as to not allow rain from entering. Due to safety concerns side mounted flue vents on pre-melters are not acceptable.

The cylinders shall be incased in a uniform cube type stainless-steel enclosure for maintaining temperature of thermoplastic material.

The inside bottom of the pre-melter cylinders shall be hemispherical and concave for complete emptying of material. Flat bottom tanks are not acceptable.

Material Feed System:

The top of the cylinders shall be fitted with a stainless-steel cover housing and feed door of adequate size for charging plastic granules. The feed doors shall be minimally sized and sloped to limit potential splash -back of molten material.

Heating System:

The temperature of the molten thermoplastic shall be maintained in the pre-melting tanks by a thermostatically controlled LPG heating system, one (1) for each cylinder. The LPG heating system shall be furnished with all necessary safety features, connections, fuel lines, and regulators, etc. for connection to propane cylinders.

Gas Thermostat:

The heating system main burners shall be controlled by a thermostat with adjustable range from 100 to 500 degrees F. The thermostat will be linked by thermocouple to the hot thermoplastic in the holding tanks.

System Main Burners:

The system shall have two main burners, with a minimum rating of 100,000 BTU each to provide rapid heating for thermoplastic material. For safety and ease of maintenance, the burners shall be mounted onto a drop-down rack.

Automatic Ignition System:

The system main burners shall be equipped with an electronic automatic ignition system for remotely lighting the main burners. The automatic ignition system shall be of solid-state components and housed in a weatherproof enclosure. The system will automatically shut off gas supply to the burners should the fire accidentally blow out. Gas flow to the burners shall be controlled by heavy-duty solenoid providing an absolute on/off type gas flow system to ensure temperature accuracy and operator safety. The use of a hand torch for burner ignition is not allowed.

Propane System:

Two bottle racks for propane tanks are to be mounted on the trailer. The bottles (customer furnished) are to be plumbed to provide fuel to the pre-melter burner.

Hydraulic Agitation System:

The pre-melter cylinders shall be equipped with a hydraulically driven agitation system to continuously mix the molten plastic granules. The system shall consist of one set of agitator paddles shredding the thermoplastic bags for uniform dispersion of material. The agitator paddles shall be attached to a one (1") steel shaft driven by a hydraulic pump mounted on the top of the pre-melter cylinders. Chain driven agitator motors shall not be accepted.

Hydraulic Power Supply:

The hydraulic power shall be powered by a minimum 9.5 horsepower, electric start, propane fired engine.

Discharge System:

The pre-melter cylinders shall be equipped with an integral material discharge valve of proper design to function satisfactory when discharging liquid plastic at temperatures upward of 475 degrees F. A fold-up discharge chute of proper length and angle to facilitate the loading of the thermoplastic applicator shall be supplied. The chute shall be bolted to the pre-melter and fold up for storage. Chain mounted chutes are not acceptable.

The material outlet is located at the base of the concave tank bottom to allow for complete depletion of all thermoplastic material to prevent build-up of old material. Side mounted openings with flat bottom tanks are not acceptable.

V. TRAILER:

The trailer shall be a minimum of 6' wide x 12' long, constructed of heavy gauge structural steel, double welded at all frame cross member contact points with a GVWR rating of 9,990 pounds. 3/16" diamond plate decking shall be used. Trailer deck shall be coated with a two-part epoxy type non-skid coating to offer secure footing for operator safety.

For operator safety and ease of access, trailer deck height from the ground shall be a maximum of 25". A safety rail shall surround the deck storage area.

The trailer shall be equipped with a minimum 1000 lb. capacity hydraulic lift gate to load and unload the thermoplastic applicator. The lift gate shall be powered by 12-volt vehicle battery and have a platform load area of 66"x37". The lift shall be mounted to the side of the trailer and shall be secured in the up or travel position by safety pin and latch. The lift gate shall come with a curbside fixed control panel for ease of operation.

Dual trailer axles shall be spring mounted with a minimum rating of 5,200 pounds each. Trailer wheels shall be 15", six (6) lugs with 15" load range D tires.

The trailer shall be equipped with electric brakes.

The trailer shall be equipped with rigid piping under the deck to be part of the hydraulic and LP gas systems. The pipes shall be located in such a way that the remainder of the hydraulic and LP gas plumbing minimizes the use of flexible hose.

Chain tighteners, and chains shall be attached to trailer for the use of securing the applicator to the trailer.

ICC approved lighting system, wired to a heavy duty quick connect seven (7) pin coupler at the tongue of the trailer shall be supplied, as well as a pintle type hitch with safety chains.

VI. TECHNICAL SERVICE:

The successful bidder shall provide a factory trained technician for one (1) day of instruction in the operation and maintenance of the equipment. The technical training shall be at a time scheduled by the City of Mobile.

VII. WARRANTY:

The Manufacturer shall warranty all parts for defective material and workmanship for a period of one year after delivery and acceptance by City of Mobile.

**SPECIFICATIONS FOR
TRANTEX MODEL 360MIIT
OPERATOR PROPELLED THERMOPLASTIC APPLICATOR
CITY OF MOBILE, ALABAMA**

I. GENERAL:

This specification describes the minimum requirements for a 360-pound capacity operator propelled thermoplastic applicator designed to place thermoplastic road marking material on roadways.

The applicator shall consist of an operator-propelled unit with a 360-pound thermoplastic holding tank, air jacketed and heated with a propane fired burner system. The tank shall be mounted on a metal framework that will support an extrusion die, the propane supply and the bead delivery system. The framework will be mounted on wheels for application and operation.

II. CONSTRUCTION:

The basic frame shall be constructed of angular steel and able to support the active weight of the machine fully loaded, equal to at least 650 pounds. Welding of all components shall have good penetration, good fusion, and good appearance, without evidence of cracks or undercutting, in the best manner of the trade.

Dimensions: Overall length of the applicator, without pointer extended, is to be 48 inches. Width from side to side to be 30 inches. Overall height, excluding pointer in the up position, is to be 43 inches. Empty weight is to be approximately 260 pounds.

Wheels: The frame is to be supported by two 10" in diameter airless type front wheels. Tires and wheels shall bolt to heavy duty hubs with precision races and minimum 1" Timken bearings. Hubs shall have heavy duty grease fittings with dust caps and shall be mounted on a minimum 1" axle.

The rear wheel shall be a heavy-duty swivel caster with a foot actuated straight track locking mechanism. Rear wheel swivel bearing shall be heavy duty with a minimum load capacity of 500 lbs. The unit shall be equipped with foot actuated rear wheel parking brake.

The unit shall be capable of easy drag-free propulsion by a single operator.

Pointer Guide: The applicator shall be equipped with a front mounted pointer guide adjustable for each die size to be used. The guide can be automatically lifted and lowered by the operator remotely while in operators' position. The guide shall be made of plated steel to prevent rusting.

Controls: The applicator will have adjustable steel handles convenient for the operator to operate and maneuver the applicator. Aluminum control handles will not be accepted.

Tool Kit: Unit shall be supplied with a tool kit for performing routine maintenance.

Also located convenient to the operator will be the shut-off valve on the propane bottle, the LP gas regulator, gas controls for burners, the die control handle, the control for the thermoplastic material gate, bead control lever for drop-on beads, automatic lever guide to raise/lower pointer guide, and material agitator.

III. PROPANE SYSTEM:

The propane system shall consist of a 20-pound cylinder (customer furnished), a system regulator, and related hoses rated for use with LPG systems. The system shall provide propane fuel to the main burner and the stainless-steel jet burners on the applicator and extrusion dies.

IV. HEATING SYSTEM:

The unit shall operate from a high-pressure LP fuel system. Minimum operating pressure shall be adjustable from 4-7 PSI. The temperature of the molten thermoplastic shall be heated in the holding tank by a replaceable brass main burner with a minimum rating of 75,000 BTU to provide rapid heating of thermoplastic material. The LPG heating system shall be furnished with all necessary safety features, connections, fuel lines, regulators, etc. for connection to a propane cylinder.

Lighting of the system main burner shall be via an Automatic Ignitor.

The unit shall be equipped with a hand torch for safe lighting of all other burners.

An inspection door in the material tank shall allow for safe lighting of the burners via the hand-held torch supplied with the applicator for operator safety.

Stainless steel jet burners shall be fitted at all material transfer valves and on each application die to assure proper operation of all functions. Units that heat general areas with the use of radiant heat will not be accepted.

V. THERMOSTATIC TEMPERATURE CONTROL:

The heating system will be equipped with a pilot light and pilot safety valve connected with a thermocouple. The heating system main burner shall be controlled by a gas thermostat with adjustable range up to 500° F. The thermostat will be linked by thermocouple to the hot thermoplastic in the holding tank. Temperature gauge with readings up to 500° F shall be mounted into material tank. Thermostat controls shall be mounted into a moisture proof enclosure.

VI. THERMOPLASTIC SYSTEM:

Removable Holding Tank: The machine shall have a minimum thermoplastic storage capacity of 360 pounds in a vertical, air jacketed, all steel construction material tank designed to allow rapid, safe, easy removal of the tank for changing of material colors or cleaning. The top shall have two hinged lids for material loading and inspection with a safety locking mechanism to prevent potential for splashing out of molten material. The tank shall have a recessed opening at the bottom to transfer hot plastic to the extrusion die for application.

This opening is recessed to allow complete depletion of all thermoplastic material in the holding tank thereby preventing build up of material. Material outlet valve shall be a precision adjustable slide gate. A molasses-type valve will not be acceptable.

A removable filter screen shall be provided to allow for filtering of foreign matter from hot molten material during loading from a thermoplastic melting kettle.

Mixer: Material agitation shall be provided by an Auger Agitation System. This system maintains consistent temperature throughout the tank to prevent incomplete mixing and scorching and also prevents glass beads from settling out of the thermoplastic.

VII. QUICK CHANGE THERMOPLASTIC EXTRUSION DIES:

Thermoplastic extrusion dies to be supplied in widths of 4", 6", 8", and 12" and dual 4". The die walls are to be constructed of 3/16" heat treated steel plate (aluminum not permitted).

In order to maintain an acceptable seal between the die and the road surface, a minimum weight of 28 pounds for a 4" die and 50 pounds for a 12" die is required.

The die will have a set of replaceable tungsten carbide runners that ride on the pavement surface. The die shall be attached to a swivel mount that allows the die to float on the pavement surface without the need for additional weights. The die and all components shall be designed for quick and easy removal for changing of line width.

The Quick-Change Die System allows changing of dies to be accomplished within seconds and requires no tools. Dies that require tools for changing are not permitted.

Each die is to be controlled by a single handle convenient to the operator. This handle will serve the function of setting or removing the die on the pavement and opening or closing the die to extrude thermoplastic. The opening and closing of the die shall be attained by pushing in or pulling out on the handle. The use of springs to assist in the closing of the die is not permitted (NO EXCEPTIONS). The die handle shall have a safety stop to prevent the accidental opening of the die when off the pavement surface.

Each die shall be heated with its own set of stainless-steel jet burners to maintain material and die temperature during applications. The die burners shall be connected to the frame LPG supply by flexible gas hoses and quick disconnect fittings. The die jet burners shall be individually controlled via control valves located conveniently to the operator.

Each die shall have the following minimum number of jet burners:

- 4" Die - 2 each jet burners
- 6" Die - 3 each jet burners
- 8" Die - 4 each jet burners
- 12" Die- 5 each jet burners

Each die shall be fully adjustable to apply extruded material from .000 inch to .150 inch thick. Extrusion dies that are not adjustable from .000 inch to .150 inch thick shall not be accepted.

VIII. GLASS BEAD SYSTEM:

Bead Hopper and Hose: A separate all steel construction glass bead hopper with a minimum capacity of at least 50 pounds of glass spheres shall be mounted on rear of the applicator. The hopper shall be connected to the bead dispenser with a see-through flexible bead hose to monitor bead flow and a positive on-off cut off valve.

Dispenser: The glass spheres shall be spread on the road surface by an automatic bead dispenser. The on-off lever shall be mounted within easy reach of the operator to facilitate ease of operation.

The bead dispenser shall be driven by a gear type transmission that is chain driven by the right front wheel and sprocket to provide positive dispensing of glass beads. Adjustability in amount of flow of beads shall be controlled without the use of additional tools.

The operator shall be able to engage the header independently of the extrusion die. Beader shall be of all steel construction and rust proof. The header shall not interfere in any way with the operator's view of the newly installed thermoplastic line.

The bead dispenser shall be designed so that variable width lines of 4", 6, 8", 10", 12", and dual 4" widths can be achieved by finger tip adjustments without the use of additional tools. The bead dispenser must be adjustable from 1 1/2" to 3" above the road surface and from 6" to 12" behind the extrusion die.

IX. MACHINE AND COMPONENT FINISH:

The complete machine and all components, including tanks, dies, etc., shall have the minimum protective coating described in the following:

All metal parts and components, unless zinc plated or aluminum shall have one prime coat and one finish coat of paint. The prime coat materials shall be specifically compounded for the respective metals to which they are applied. The thermoplastic holding tank and dies shall be painted with heat resistant paint designed for temperatures of up to 1200° F.

X. WORKMANSHIP AND MATERIALS:

All workmanship, welding, and construction are to be in the best manner of the trade.

All equipment furnished and the parts thereof shall be of the manufacturer's latest listed and published stock models which meet all requirements of the specification. All design, workmanship and materials shall in every respect be in accordance with the best current practice in the industry and all materials used shall be new.



PROCUREMENT DEPARTMENT

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

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

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

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

It is the responsibility of the bidder to insure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions. All bids are F.O.B. Destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to Sansom Equipment Co Inc for six 18FT trash trailers.

Amount of Contract:

\$188,916.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200528 Sansom Agenda Package POs	Cover Memo	5/28/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	5/28/2020 - 3:11 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>7816</u>	2020	(F7000) MOTOR POOL	6 2020 RAMER MILES 18 FOOT TRASH TRAILERS (SEALED BID 5414)	\$188,916.00	<u>(190715)</u> <u>SANSOM</u> <u>EQUIPMENT CO</u> <u>INC</u>

Adopted:

City Clerk

BID TABULATION FOR BID # 5414 TRASH TRAILERS			
VENDOR	TRUCK EQUIPMENT SALES	SANSOM EQUIPMENT	INGRAM EQUIPMENT
TRASH TRAILERS	PETERSEN TT-2 41,836.00	RAMER MILES TRAILER 18 31,486.00	PAC-MAC TBT1824 35,351.00

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:

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

**Purchasing Department
and Package Delivery:**

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

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
04/17/2020	5414	MOTOR POOL	Motor Pool, 745 Broad Street

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

11:30 AM, Friday, May 8, 2020

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
APPX 2-10	TRASH TRAILERS Trash Trailers, 18 Ft Length, 22 Cubic Yard Capacity Hydraulic Dump Trailers as per the attached MINIMUM Specifications Make _____ Model _____ Attach Literature & Specifications to your Bid. (Bidder may supply detailed drawings of trailer bid if literature is not available.) The City of Mobile will order MINIMUM two (2) units upon award and may buy up to ten (10) units during the one (1) year period following the award of this bid. State Warranty: _____ Business License Required, if applicable (See Item #14 on reverse). Include application for title, or certificate of origin in your price per unit. Vendor shall include two (2) sets of parts manuals.					
Page 1 of 2			TOTAL			

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. Pricing to be firm for the one (1) year period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for two (2) additional one (1) year periods. If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. TO BE AWARDED ALL OR NONE					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

SPECIFICATIONS

These are the MINIMUM specifications for an 18 ft Heavy Duty Trailer to be used in the collection and hauling of bulk trash, limbs, brush, leaves, building materials, etc., or any other materials. Materials, workmanship, design and capacities are being specified for a piece of equipment that will be required to do a certain job.

	Yes	No
1. Eighteen (18) foot body length.	☐	☐
2. Main trailer frame to be two (2) fourteen (14) inch wide I-beams, twenty two (22) pounds per foot with adequate cross members. Cross members to be 4" x 1/4" structural channel 5.4 pounds per foot.	☐	☐
3. Suspension to have one (1) 22,500 pound capacity axle, with a total axle and spring capacity of 22,500 pounds.	☐	☐
4. Dual wheels with ten (10) lugs and four (4) tires, size 235/17.5R, 16 ply radial.	☐	☐
5. ABS equipped. Trailer must be equipped with anti-lock brakes system as required by Federal Regulation pertaining to Air Brakes.	☐	☐
6. Body of Trailer to be constructed with five (5) inch structural channel main sills and four (4) inch structural channel cross sills. Cross sills to be placed on 16" centers. Body of floor to be built with seven (7) gauge steel, floor to be formed over and under the ends of cross sills. Body inside width to be 91 inches and overall width not to exceed eight (8) feet.	☐	☐
7. Body sides to be constructed with 11 gauge sheet metal. Side Stakes to be 11 gauge formed channel placed on 24" centers. Body sides to have 11 gauge formed channel at top of sides. Side stakes to be interconnected and welded to top rail. Side to be continuous welded to floor. Body headboard to be constructed of 11 gauge sheet metal with 11 gauge formed stakes and 11 gauge formed top rail. Body sides to be 48 inches at front of body increasing to 60 inches at rear of body.	☐	☐
8. Body to be equipped with heavy duty barn type doors with positive latch. Hinges to be minimum of 1 1/4" pins, with straps to be no less than 1/2" x 3" flat bar with grease points.	☐	☐

- | | | |
|--|-------|-------|
| 9. Body hoist to be equipped with two (2) telescoping hydraulic cylinders. Lifting capacity to be 30,000 pounds, with a minimum of 5 inch O.D. cylinder. Scissor lift not acceptable. | _____ | _____ |
| 10. Trailer to have hydraulic operated jack stand with a minimum of 20" stroke. | _____ | _____ |
| 11. Trailer to be equipped with alights to meet all state and federal safety standards. All wiring to be protected with metal tubing. Two tail lights (2" x 6") to be mounted in rubber cushions with the rear posts of trailer. Two amber LED flashing lights (2" x 6") weigh seven flash patterns will be mounted in rubber cushions in rear posts of trailer. Two amber LED flashing lights (2" x 6") with seven flash patterns will be mounted in rubber cushions in the rear posts of trailer. All LED lights should be wired with the parking lights so the LED lights are turned off with the headlights. | _____ | _____ |
| 12. Trailer to be equipped with a two (2) bank hydraulic valve to control hoist and jack leg stand. Jack stand hoist must be able to lift loaded trailer for disconnection or connection to truck. | _____ | _____ |
| 13. Trailer to be equipped with flexible hydraulic hose with quick disconnects. | _____ | _____ |
| 14. Heavy duty wiring harness need to be 6 prongs quick connect and disconnect for connection of towing vehicles. Quick disconnects located at hitch point. | _____ | _____ |
| 15. Trailer to have heavy duty tongue with four (4) five (5) inch structural channel and equipped with safety chains. | _____ | _____ |
| 16. Trailer tongue hitch shall have a drawbar eye for connecting to Pintle hitch in use by the City. Drawbar eye shall be fixed with no swivel. | _____ | _____ |
| 17. Trailer will have a basket on the front for storing the tarp. The basket should be 18" to 24" below the top of the trailer. | _____ | _____ |
| 18. Round bar installed on the side of the trailer to tie the traps down around 18" to 24" from the bottom of the trailer. | _____ | _____ |
| 19. All metal to be properly cleaned, primed, and painted green. City will determine the shade of green prior to construction. | _____ | _____ |



PROCUREMENT DEPARTMENT

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

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

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

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

It is the responsibility of the bidder to insure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions. All bids are F.O.B. Destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

Relya G. Mallory, Capital Projects Administrator

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To allocate the sum of \$380,000.00, currently deposited in the Storm Water Fund, be allocated to Capital Projects #C0446 Municipal Storm Water Fees Project for McNally Park Dredging and other additional storm water management activities.

Funding Source

Project # C0446 Municipal Storm Water Fees
Project

Discretionary Funds

Project String 4050

Contract Number:

Budget Amendment **REDUCE** **INCREASE** \$380,000.00

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Mallory, Relya	Approved	5/26/2020 - 2:25 PM
Capital	Mallory, Relya	Approved	5/26/2020 - 2:25 PM
Mayors Office	Wesch, Paul	Approved	5/28/2020 - 8:34 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

Shayla Beaco, Executive Director Build Mobile

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

Authorize the Mayor to apply, accept, and receive, if awarded, a grant in the approximate amount of \$19,049.80 (40% local match of \$12,699.86) in support of the Alabama Historical Commission's CLG Grant Program.

Amount of Contract:

19,049.80

Funding Source

Project # To be established when grant is awarded

Discretionary Funds

Project String To be established when grant is awarded

Contract Number:

Budget Amendment **REDUCE** **INCREASE** Matching funds available in FY20 Adopted Budget - General Fund Grant Match

Grant Funds 19,049.80 (60%)

Matching Funds 12,699.86 (40%)

ATTACHMENTS:

Description	Type	Upload Date
Grant Application	Backup Material	5/28/2020
Resolution	Resolution Letter	5/28/2020

REVIEWERS:

Department Reviewer	Action	Date
Accounting Christian, Rebecca	Approved	5/28/2020 - 12:47 PM
Accounting Christian, Rebecca	Approved	5/28/2020 - 2:25 PM
		5/28/2020 - 2:47

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

Approved
Approved
Approved

PM
5/28/2020 - 2:48 PM
5/28/2020 - 3:11 PM



**ALABAMA
HISTORICAL
COMMISSION**
THE STATE HISTORIC PRESERVATION OFFICE

468 S. Perry Street
Montgomery, Alabama 36130-0900
Voice: (334)242-3184
Fax: (334)262-1083
www.ahc.alabama.gov

I. APPLICANT:

Certified Local Government/Official Applicant			
Chief Executive Officer & Title			
Address for official correspondence			
Phone Number		E-Mail Address	
Federal Identification Number			
County		U.S. Congressional District	
Regional Commission		State Senate District	
		State Rep. District	

2. APPLICATION PREPARED BY:

Name		Title	
Address (if different from above)			
Phone Number		E-Mail Address	

3. GRANT PROJECT MANAGER:

Name		Title	
Address (if different from above)			
Phone Number		E-Mail Address	

If different from grant manager above, who will be responsible for the financial management and documentation for the project?

Name		Title	
------	--	-------	--

Address (if different from above)	
-----------------------------------	--

Phone Number		E-Mail Address	
--------------	--	----------------	--

☐ Check to acknowledge that if scheduled, the project manager and financial manager will be able to attend a grant administration workshop.

List any other persons not listed above who will be involved in the project, such as consultants, volunteers, city employees, etc. What will be their roles?

--

4. PROJECT INFORMATION / TYPE:

Project Name	
--------------	--

Project Location/Address	
--------------------------	--

Project Type (choose one):

- ☐ Historic Resources Survey Project*
- ☐ National Register Nomination(s)
- ☐ Archaeological Survey Project*
- ☐ Preservation Planning: Local District Designation and Report
- ☐ Preservation Planning: Design Guidelines
- ☐ Preservation Planning: Other:
- ☐ Information / Education: Brochure
- ☐ Information / Education: Website
- ☐ Information / Education: Workshop
- ☐ Information / Education: Other:
- ☐ Pre-Development
- ☐ Staffing / Training

*Note: Applications for Historic Resource Surveys and National Register Nominations require additional documentation. Please see Application Guidance for requirements.

5. PROJECT DESCRIPTION: (limit to 1 to 3 short paragraphs)

6. PROJECT NEED: (limit to 1 to 3 short paragraphs)

7. PROJECT SCHEDULE:

Interim Performance Progress Reports & Estimated Payment for Each Completed Step		Estimated Payment
10/1/2020-12/31/2020: Plan organization of electronic files; scan and upload 25 drawers of locally designated historic district property files. Perform spot-checks of issued COAs as needed. (61 working days in this period)		6,640.22
1/1/2021-3/31/2021: Scan and upload 30 drawers of locally designated historic district property files. Perform spot-checks of COAs as needed (60 working days in this period)		6,531.36
4/1/2021-6/15/2021: Scan and upload 21 drawers of locally designated historic district property files and 6 drawers of MHDC easement files and out-of-district historic property files. Perform spot-checks of COAs as needed. (54 working days in this period)		5,878.22
TOTAL GRANT SHARE PAYMENT		19,049.80

8. PROJECT FUNDING & SUPPORT: (limit to 1 to 3 short paragraphs)

9. GRANT AMOUNT REQUESTED:

Grant Amount Requested (60% of Total Project Cost)	\$
Minimum Match Required (40% of Total Project Cost) <i>**do not include overmatch from your budget here**</i>	\$
Total Project Cost (total project cost equals grant amount requested, plus required match)	\$

Check your math: Grant amount requested divided by .60 should equal Total Project Cost

10. PROJECT BUDGET:

Budget Justification

Category	Total
Consultants/Speakers	\$
Staff (donated labor)	\$
Staff (paid labor)	\$
Volunteers (donated labor)	\$
Travel	\$
Publication/Printing Costs	\$
Photography	\$

Supplies	\$
Other	\$
Other	\$
Other	\$
Total Project Costs	\$

Source of matching share

Donor:	Donor:
Source:	Source:
In-Kind: Cash	In-Kind: Cash
Amount:	Amount:

Budget Justification:

II. ADDITIONAL COMMENTS (Optional)

12. ASSURANCES:

The Applicant hereby assures and certifies by placing his/her initials beside each item below that the Applicant will comply with all applicable regulations, policies, guidelines and requirements including OMB Circular 2 CFR 200, as they relate to the application, acceptance, and use of Federal funds for this Federally-assisted project. Also, the Applicant assures and certifies with respect to the grant that: (initial blank beside each number to signify willingness and ability to comply)

PLEASE INITIAL EACH.

___ 1. Legal Authority - Applicant possesses legal authority to apply for the grant; that a resolution, motion or similar action has been or will be duly adopted as an official act of the applicant's governing body, authorizing the submission of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

___ 2. Civil Rights - Applicant will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal assistance and will immediately take any measures necessary to effectuate this agreement

___ 3. Nondiscrimination - Applicant will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) as amended, prohibiting employment discrimination where (a) the primary purpose of the grant is to provide employment or (b) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity. It will comply with Section 504 of the Rehabilitation Act of 1973 as amended, Age Discrimination Act of 1975, and Drug Abuse Office and Treatment Act of 1972

___ 4. Conflict of Interest - Applicant will establish safeguards to prohibit employees from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

___ 5. Access to Records - Applicant will give the grantor agency or the Comptroller General (through any authorized representative) the access to and the right to examine all records, books, papers, or documents related to the grant.

___ 6. Programmatic and Financial Compliance - Applicant will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements and other administrative requirements approved in accordance with appropriate Office of Management and Budget Circular. (For units of governments): It will maintain adequate financial management systems which will be (a) in accordance with the standards specified in OMB Circular A-102, Attachment G, "Standards for Grantee Financial Management Systems", and (b) auditory in accordance with the General Accounting Office's Standards for Audit of Governmental Organizations, Programs, Activities, and Functions.

___ 7. Audit - Applicant will have an organization-wide, independent audit performed for each year in which more than \$750,000 in federal funds are expended as required under 2 CFR 200, subpart F. This audit will be performed by using the required financial and compliance audits in accordance with Single Audit Act of 1984 and will be submitted to the Federal Audit Clearinghouse following the end of the contract period.

___ 8. Flood Insurance - Applicant will comply with the flood insurance purchases requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

13. CERTIFICATION:

I certify that I have read the accompanying Instruction Sheet and Assurances and accept all terms and conditions set forth therein. I also certify that all information contained in this application is correct, that the matching share

will be provided as indicated, and that the project will be undertaken in conformance with the Secretary of the Interior's Standards for Archaeology and Historic Preservation and all applicable state and federal guidelines and regulations.

APPLICANT SIGNATURE:

Authorized signature

DATE: _____

Typed or printed name

TITLE: _____

APPLICATIONS MUST BE POSTMARKED BY MAY 22, 2020.

APPLICATION COMPLETION CHECKLIST

Application form is complete

Attached one copy of the resolution, with original signature, authorizing the submission of the application and attesting to matching funds availability.

All required signatures have been obtained, and all assurances have been initialed by both the CLG representative and the property owner, if different.

One set of the application and all supporting documentation are included.

If match is provided by someone other than applicant, a signed letter of commitment from the third party must be attached that provides the same information as required in the Grant Application Form.

Documentation that shows project personnel will meet Professional Qualifications (See Additional Instructions.) Attach resumes. For consultants, attach Letter of Commitment and/or Proposal.

Certificate of Compliance with the Beason-Hammon Act

E-verify Memorandum of Understanding.

Disclosure Statement (Not required for municipalities; however, if the applicant is a non-governmental entity carrying out the responsibilities of the CLG, this form must be included.)

Letters of support endorsement from affected constituencies.

ADDITIONAL CHECKLIST FOR HISTORIC RESOURCE SURVEYS

Attach a map outlining the proposed area to be surveyed, if applicable. Map should be labeled, at a scale which clearly identifies boundaries, and if possible, outlines structures to be included. (Only 1 copy required.)

Digital photographs on CD or flash drive that show street views of area to be surveyed or nominated and types of structures to be documented.

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk by, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a grant application for financial assistance in the amount of, at a minimum, \$19,049.80, from the CLG Grant Program funded by the Alabama Historical Commission.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant, if offered, and to sign any agreements or other documents in connection with the grant application and to perform an essential functions or provide any information required by the Alabama Historical Commission or any other agency in relation to this award. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

BE IT FURTHER RESOLVED that the Mobile City Council commits to local matching funds in the amount of \$12,699.86 if said grant is awarded.



AGENDA ITEM SUMMARY SHEET

Agenda of:6/2/2020

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize and direct the execution and attestation, respectively, for and on behalf of the City of Mobile, the Settlement Agreement and Release of Claims arising out of the on-the-job injury of Shauntasia Bracy suffered on August 18, 2019, requiring the City to pay \$15,000.00, in return for a release of all of the Plaintiff's respective claims

Amount of Contract:

\$15,000.00

Effective Date of Contract:

6/9/2020

Funding Source

Project # Settlement Agreement and Release of Claims

Discretionary Funds n/a

Project String n/a

Contract Number:10049050-49160 - funding source

Budget Amendment REDUCE n/a INCREASE n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	5/27/2020 - 8:23 AM
Legal	Kern, Chris	Approved	5/27/2020 - 1:23 PM

Budget	Sapp, Celia	Approved	5/27/2020 - 1:36 PM
Legal	Kern, Chris	Approved	5/27/2020 - 1:52 PM
Legal	Kern, Chris	Approved	5/27/2020 - 1:52 PM
Mayors Office	Wesch, Paul	Approved	5/28/2020 - 8:34 AM