



AGENDA

MOBILE CITY COUNCIL MEETING

Tuesday, April 23, 2024, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**
Public Safety Chaplain Bobby Brown
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**
April 16, 2024
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

Request of Catherine Walker for a waiver of the Noise Ordinance on Blacklawn Street on May 11, 2024, from 6:00 p.m. -11:00 p.m. (District 2).

Request of Prince of Peace Catholic Church for a waiver of the Noise Ordinance at 351 S. Lawrence Street, on June 1-2, 2024, from 2:00 p.m.-6:00 p.m. (District 2).

Request of Mobile Symphony Youth Orchestra for a waiver of the Noise Ordinance at Medal of Honor Park on May 12, 2024, from 5:30 p.m.-7:00 p.m. (District 6).

Request of Isaiah 53 Holiness Church for a waiver of the Noise Ordinance at Lyons Park on April 27, 2024, from 3:00 p.m.-6:00 p.m. (District 2).

Request of James Haynie for a waiver of the Noise Ordinance at Bicentennial Pavilion at Medal of Honor Park, on May 25, 2024, from 6:00 p.m.-7:30 p.m. (District 6).

10. PUBLIC HEARINGS

Public hearing to fix costs for demolition of the structure at 2520 Jasmine Street; \$2,800.00 (District 1).

Public hearing to fix costs for demolition of the structure at 815 Stanton Road; \$4,200.00 (District 1).

Public hearing to fix costs for securing of the structure at 311 North Ann Street; \$14,700.00 (District 2).

Public hearing to fix costs for demolition of the structure at 556 Oak Drive Court; \$2,600.00 (District 2).

Public hearing to fix costs for securing of the structure at 5850 Coca Cola Road; \$5,850.00 (District 4).

Public hearing to fix costs for demolition of the structure at 2510 Greenlawn Drive; \$2,600.00 (District 4).

Public hearing to fix costs for demolition of the structure at 402 Cody Road North; \$7,650.00 (District 7).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

John Young - Give information about "YOUR FAMILY NEEDS YOU" campaign by Men United Against Violence.

Deborah May - Comments regarding Ordinance 64-028.

Michelle Simons - Concerns about police safety, Chief Prine, and citizen confusion.

Betty Shinn - Request for transparency from the City Council in all matters small and large.

Timothy Hollis - Public safety & transparency concerns, ethics contradictions, Council investigative powers, and current power struggle presented before citizens.

Reggie Hill - Zoghby Act compliance, public safety, and economic/community development.

12. ORDINANCES HELD OVER

64-028 Consider a Conditional Use Permit for property located at 5032 Government Boulevard (sponsored by Councilmember Reynolds).

13. CIP RESOLUTIONS HELD OVER

08-345 Approve purchase order to Musco Sports Lighting, LLC for lighting equipment for Copeland Cox Tenna Center; \$548,000.00 (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

14. RESOLUTIONS HELD OVER

01-346 Authorize agreements and warranty deed with Alabama Department of Transportation for I-10 Mobile River Bridge and Bayway Corridor Preservation Project. (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Christopher Kern, Legal Dept. and Carleen Stout-Clark, REAM Dept.).

01-347 Authorize agreement with Timmons Group, Inc. for GIS web management services (sponsored by Mayor Stimpson) (submitted by Pat Creamer, GIS Dept.).

07-348 Consent to and approve the issuance of bonds by Infirmary Health System Special Care Facilities Financing Authority (sponsored by City Council).

08-349 Approve item-based bid for truck and van accessories (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-350 Approve purchase order to Howard Industries, Inc. for Operations Center video wall for MPD; \$299,197.28 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-351 Approve purchase order to Just FOIA, Inc. for annual renewal of public records management software; \$21,531.84 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-352 Approve purchase order to Sansom Equipment Co., Inc. for 3 automated side-load garbage trucks; \$1,214,316.18 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-353 Approve purchase order to SHI International Corp. for network switches and power supplies for network management software for MIT; \$23,804.66 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-354 Approve purchase order to Stivers Ford Lincoln, Inc. for 3 Ford F150 pickup trucks; \$121,083.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

15. CONSENT RESOLUTIONS BEING INTRODUCED

37-357 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Ladas Pharmacy; 1050 S. Broad St. (sponsored by Councilmember Small).

37-358 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Brick and Spoon; 3662 Airport Blvd. (sponsored by Councilmember Daves).

37-359 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class I License to Liquor Plaza; 6001 Grelot Rd. (sponsored by Councilmember Woods).

37-360 Recommend approval to the ABC Board for issuance of a Special Events Retail Liquor License for the 2nd Annual LS Charitable Cornhole Tournament; 6500 John Counts Rd. (sponsored by Councilmember Gregory).

40-361 Fix costs for demolition of the structure at 2520 Jasmine Street (sponsored by Councilmember Penn).

40-362 Fix costs for demolition of the structure at 815 Stanton Road (sponsored by Councilmember Penn).

40-363 Fix costs for securing of the structure at 311 North Ann Street (sponsored by Councilmember Carroll).

40-364 Fix costs for securing of the structure at 5850 Coca Cola Road (sponsored by Councilmember Reynolds).

40-365 Fix costs for demolition of the structure at 556 Oak Drive Court (sponsored by Councilmember Carroll).

40-366 Fix costs for demolition of the structure at 2510 Greenlawn Drive (sponsored by Councilmember Reynolds).

40-367 Fix costs for demolition of the structure at 402 Cody Road North (sponsored by Councilmember Gregory).

58-368 Assess costs for removal of weeds, Repeat Weed Lien Group 71.

60-369 Determine an appropriation to Big Brothers Big Sisters of the Central Gulf Coast, Inc. serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-370 Determine an appropriation to Jack and Jill of America, Inc. serves a public purpose and approve payment (sponsored by Councilmember Penn).

60-371 Determine an appropriation to Infirmary Foundation, Inc. serves a public purpose and approve payment (sponsored by Councilmember Daves).

16. RESOLUTIONS BEING INTRODUCED

60-372 Resolution authorizing Council investigation into public allegations against the Administration made by Mobile Police Chief Paul Prine (sponsored by Councilmembers Small and Carroll) (submitted by Michael Linder, Council

Attorney).

03-373 Resolution pursuant to Section 11-44C-38(a) of the Alabama Code (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-374 Approve purchase order to Donohoo Chevrolet, LLC for 5 Tahoe SUVs for MFRD; \$263,885.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-375 Approve purchase order to MetalCraft Marine US, Inc. for rescue boat for MFRD; \$364,144.60 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-376 Approve purchase order to North American Fire Equipment Co., Inc. for 3 lifting bag kits for MFRD; \$37,983.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-377 Authorize contract with Jaguar Consulting, LLC for design of emergency generator at Mobile Museum of Art; \$24,000.00 (sponsored by Councilmember Gregory) (submitted by Cassie Boatwright, REAM Dept.).

17. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/18/2024 - 8:16
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/18/2024 - 8:17
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

4/17/2024 -
12:20 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

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ATTACHMENTS:

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Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

4/17/2024 -
12:09 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Woods

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

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Grant Funds

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ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

4/17/2024 -
12:11 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

Funding Source

Project #

Discretionary Funds

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Budget Amendment

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Grant Funds

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ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

4/17/2024 -
12:13 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

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Grant Funds

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ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

4/17/2024 -
12:14 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Funding Source

Project #

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Contract Number:

Budget Amendment

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ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/18/2024 - 8:47
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/18/2024 - 8:50
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/18/2024 - 8:53
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/18/2024 - 8:56
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/18/2024 - 9:00
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/18/2024 - 9:05
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/18/2024 - 9:09
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

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 Leverette, Tiereney

Approved

4/17/2024 -
11:59 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

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 Leverette, Tiereney

Approved

4/17/2024 - 1:33
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

4/18/2024 - 1:00
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

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 Leverette, Tiereney

Approved

4/18/2024 - 1:02
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Hollis

Cover Memo

4/18/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/18/2024 - 2:10
PM



CITY CLERK'S OFFICE

2024 APR 18 PM 1:15

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the City Council meeting you would like to speak at. Requests must be submitted in writing to the City Clerk identifying the subject matter to be discussed and describing in detail the specific question or issue to be addressed. Single word descriptions or topics are insufficient. Persons who do not provide the required information in their request **will not be called on to address the Council**. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

Please return this form to: City Clerk's Office
205 Government Street
9th Floor, South Tower
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name: Timothy Hollis dba Tim Hollis Consulting Date: April, 18, 24

Address: 1924 Seale St

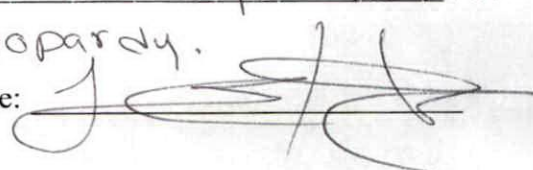
Phone: 251-298-7393 Email: timdhollis@outlook.com

Date to Address City Council: April 23, 2024

Subject and/or specific questions (must complete): Public Safety concerns,
transparency concerns, contradictions towards ethics,
city council investigative powers. The current power
struggle being presented before the citizens.

How does this pertain to city business (must complete):

These issues have been at the forefront of the
diabolical incidents that have occurred during
this current administration. These issues place the future
and growth of Mobile in jeopardy.

Signature: 



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Hill

Cover Memo

4/18/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/18/2024 - 2:13
PM

From: [RJHILL II](#)
To: [Gauthier, Lana](#)
Subject: 4/23 Agenda
Date: Thursday, April 18, 2024 1:38:34 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Madam Asst. City Clerk,

Greetings! I hope this email finds you well. This is a formal request to be added to the upcoming Agenda. I will address the following:

- * Compliance to the Zoghby Act
- * Public Safety
- * Economic/Community Development

Thank you for your attention to this matter. Have an awesome day!

Kindest Regards,

Reginald J. Hill, II - M. Ed.
Founder/Executive Director (Chairman)
"Success 4 the Future"
P. O. Box 395
Mobile, AL 36601
www.s4tf.org
rhills4tf@gmail.com
256.665.6748





AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	3/14/2024
REVISED notice	Cover Memo	3/14/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/14/2024 - 1:55 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

City Clerk

Notice of Public Hearing for a Conditional Use Permit
for Property Located at 5032 Government Boulevard

Pursuant to Resolution of the Mobile, Alabama City Council adopted **March 19, 2024**, a public hearing will be held on the **23rd** day of **April, 2024**, at 10:30 a.m., to consider adoption of an ordinance for a Conditional Use Permit to allow a home-based daycare for 10 children in an R-1, Sing-Family Residential Suburban District, for property located at 5032 Government Boulevard.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Conditional Use Permit application was filed on January 11, 2024 to allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District located at 5032 Government Boulevard and described as follows:

LOT 7, LANSDOWNE SUBDIVISION, UNIT ONE AS RECORDED IN MAP BOOK 21, PAGE 90 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, STATE OF ALABAMA.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on February 22, 2024 and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) The applicable development standards; and
 - (b) The applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood; and
3. Will not impede the orderly development and improvement of surrounding property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 16th day of April, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 27th day of March, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 5032 Government Boulevard.

The proposed amendment will approve a Conditional Use Permit. The owner of said property has applied for a Conditional Use Permit to allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District. If approved, the Conditional Use Permit will allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District subject to the following proposed conditions: 1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children); 2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall; 3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and 4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

This proposed amendment to the Unified Development Code will be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Conditional Use Permit application was filed on January 11, 2024 to allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District located at 5032 Government Boulevard and described as follows:

LOT 7, LANSLOWNE SUBDIVISION, UNIT ONE AS RECORDED IN MAP BOOK 21, PAGE 90 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, STATE OF ALABAMA.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on February 22, 2024 and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) The applicable development standards; and
 - (b) The applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood; and
3. Will not impede the orderly development and improvement of surrounding property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

Lisa Lambert, City Clerk

**Deborah May
5032 Government Boulevard
Council District 4
Ben Reynolds**



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

March 13, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on February 22, 2024 considered the request of Deborah May for a Conditional Use Permit to allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District for the property located at 5032 Government Boulevard.

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
attachments

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the _____ day of _____, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the _____ day of _____, 20__ in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 5032 Government Boulevard.

The proposed amendment will approve a Conditional Use Permit. The owner of said property has applied for a Conditional Use Permit to allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District. If approved, the Conditional Use Permit will allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District subject to the following proposed conditions: 1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children); 2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall; 3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and 4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

This proposed amendment to the Unified Development Code will be in full force and effect from after its publication and adoption by the Mobile City Council.

AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Conditional Use Permit application was filed on January 11, 2024 to allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District located at 5032 Government Boulevard and described as follows:

LOT 7, LANSLOWNE SUBDIVISION, UNIT ONE AS RECORDED IN MAP BOOK 21, PAGE 90 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, STATE OF ALABAMA.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on February 22, 2024 and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) The applicable development standards; and
 - (b) The applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood; and
3. Will not impede the orderly development and improvement of surrounding property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;

3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

adopted:

Lisa Lambert, City Clerk

**Deborah May
5032 Government Boulevard
Council District 4
Ben Reynolds**



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 26, 2024

Deborah May
5032 Government Boulevard
Mobile, Alabama 36693

Re: 5032 Government Boulevard
ZON-CUP-002803-2024
Deborah May
District 4
Conditional Use Permit approval to allow a home-based child daycare for 10 children in an R-1, Single-Family Residential Suburban District.

Dear Applicant(s)/ Property Owner (s):

At its meeting on February 22, 2024, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following Findings of Fact to support the request for a Conditional Use Permit:

1. The request is consistent with all applicable requirements of this Chapter, including:
 - (a) The applicable development standards; and
 - (b) The applicable use regulations.
2. The request is compatible with the character of the surrounding neighborhood;
3. The request will not impede the orderly development and improvement of surrounding property.

As such, the Planning Commission voted to recommend approval of the Conditional Use Permit request to City Council, subject to the following conditions:

1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground

layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and

4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

The advertising fee for this application based on the current legal description is \$315.78. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

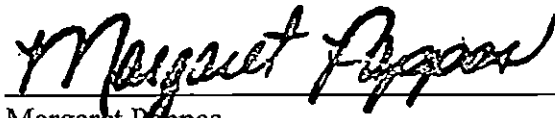
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: _____



Margaret Pappas

Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

January 25, 2024

PUBLIC HEARING NOTICE



Re: 5032 Government Boulevard
ZON-CUP-002803-2024
Deborah May
District 4
Conditional Use Permit approval to allow a home-based child day care for 10 children in an R-1, Single-Family Residential Suburban District.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, February 22, 2024, at 2:00 p.m. to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed application is requesting Conditional Use Permit approval to allow a home-based child day care for 10 children in an R-1, Single-Family Residential Suburban District.

Your presence, or that of your agent, is required at this hearing. Failure to participate in the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at <https://www.buildmobile.org/planning-commission/>. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, February 21, 2024, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION

January 25, 2024

PUBLIC HEARING NOTICE



Re: 5032 Government Boulevard
ZON-CUP-002803-2024
Deborah May
District 4
Conditional Use Permit approval to allow a home-based child day care for 10 children in an R-1,
Single-Family Residential Suburban District.

Dear Property Owner(s):

This letter is to advise property owners within 300 feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, February 22, 2024, at 2:00 p.m., to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed application is requesting Conditional Use Permit approval to allow a home-based child day care for 10 children in an R-1, Single-Family Residential Suburban District.

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at <https://www.buildmobile.org/planning-commission/>. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, February 21, 2024, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.



Planning Commission Application

For hard copy submissions, **SEVEN (7) COPIES** of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application** by **NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit	\$500
Conditional Use Permit for Above-Ground Oil Storage Tank*	\$1,500
Conditional Use Permit for Hazardous Substance Storage Tank*	\$1,500
Rezoning, Text Amendment, or Specific Area Plan	\$500
Planned Development	\$500
Planning Approval or Planned Unit Development	\$500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☒ Conditional Use Permits

Checklist A

☐ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☐ Previously approved Planning Approvals or Planned Unit Development

Checklist D

Have you provided the required information on the corresponding checklist? ☐ Yes ☐ No

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	Deborah May	
Firm:	Debbie's Home Daycare	
Phone:	(251) 656-4527	
Email:	dmay1891@gmail.com	
Address:	5032 Government Boulevard Mobile AL 36693	

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am - 3 pm; Wednesday: 8 am - 1 pm

Revised February 2023

	Owner	Design Professional
Name:	Deborah and Peter May	
Firm:		GANT - Joseph Rodriguez
Phone:	(251) 656-4527	
Email:	dmay1891@gmail.com	
Address:	5032 Government Blvd. Mobile AL.	36693

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

5032 Government Blvd. Mobile AL. 36693 14,906 Square feet
 Property Address Property Area (acres or square feet)
 East Side of Government Blvd. 566 ± North of Lansdowne Drive.

Parcel Number(s) or Key Number(s)

R-1

Present Zoning or Transect District

R-1

Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

- a) Any Rezoning to a higher classification;
- b) Any application to create or modify a Planned Development; or
- c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☒ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8 1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Deborah A. May
 Owner Signature

January 9, 2024
 Date

Deborah A. May
 Applicant or Agent Signature (if applicable)

January 9, 2024
 Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
 I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Deborah A. May
 Applicant or Agent Signature

January 9, 2024
 Date

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Revised February 2023

CHECKLIST A

Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

The following information is required to evaluate applications for Conditional Use Permits. Please provide a statement for all items.

Please consult the Use Table in Section 64-2-24 of the UDC as the following uses may require supplemental documentation. Select all of the uses that apply.

☐ Bed-and-Breakfast Establishments	☐ Bar/Lounge
☐ Community Residences	☒ Daycare, Child (Home Based 7-12 Children)
☐ Short-Term Rentals	☐ Private or Parochial School
☐ Above-Ground Oil Storage Tank	☐ Hazardous Substance Storage Tank

Have you provided the required information for the selected uses above? ☐ Yes ☐ No

The Following information is required for Conditional Use Permits. Please refer to Section 64-10-6 for a full description of the requirements and verify that the following documentation is provided:

- | | |
|--|---|
| ☐ Planning Commission Application | ☐ Site Plan |
| ☐ Documentation of compliance with Approval Criteria | ☐ Neighborhood Meeting Documentation |
| ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer | |

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

Childcare for working parents is declining drastically due to the Covid pandemic with inflation costs and lack of staff. At one time, Mobile has 150 Family Childcare Homes. We now have about 50. Family childcare providers are able to add childcare spots for children, especially infant to 4 years which has lower adult/child ratio. Five children is maximum for homes now. Centers do not focus on our very young children as it is not profitable, Homes can only take 5 or 10 in group home. Small ratio's equates to higher quality to

2. Is the application compliant with Development Standards of Article 3? ☒ Yes ☐ No the very young children. If no, what are the deficiencies?

3. Describe how the application and plan is compatible with the character of the surrounding neighborhood.

Family Childcare Homes and Family Childcare Group Homes are required to be in childcare provider home. Childcare in general is intended to be near the working families home or workplace.

4. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

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There should be no negative impact on adjacent property.
Zoning remains same. Parking is in rear of property.

5. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall;

5032 Government Blvd. Mobile AL. 36693

- ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

N/A

- ☐ Lighting:

City street light is at end of driveway. We have motion lights around house as well as security cameras.

- ☐ Hours of operation:

Day-time 7:00 am - 5:00 pm. Night-time license is for current families if parent has to work out of town. It is for 2 children.

- ☐ Other conditions that are unique to the use of the property: No night-time care for past 5 years. My property is on the service road to Government Boulevard. Traffic only enters and exits on that street. There is traffic light at entrance to Lansdowne which allows an even safer entrance and exit to subdivision.

6. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)

☒ Yes ☐ No

7. Describe how the proposal is designed to minimize the impact on storm water facilities.

Should have no impact.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

We have Mobile Water and Sewer system for our water service.

9. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

There should be no noticeable difference. Traffic is minimal due to arrival and departure times varying for families.

10. For Above-Ground Oil Storage Tanks, please include all information required by Section 64-4-7. For Hazardous Substance Storage Tanks, please include all information required by Section 64-4-8.

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NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

- a) Any Rezoning to a higher classification;
- b) Any application to create or modify a Planned Development; or
- c) Any Conditional Use Permit.

Please verify the following documentation is provided:

- ☐ Dated Photograph(s) of the posted sign(s)
- ☐ The verified address list of surrounding property owners who were notified
- ☐ A sign-in sheet documenting meeting attendance
- ☐ Written summary or minutes of the meeting
- ☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
Neighborhood meeting was held at the West Regional Library at 5:30pm. Meeting was recorded so that minute of meeting could be recorded.
2. What information was presented at the meeting?
Information concerning reason for Conditional Use Permit. Explained difference between Variance and Conditional use permit. Stated already had home daycare for 27 years. Explained how the need for childcare is desperately needed for infants and Toddlers.
3. What concerns were raised during the meeting?
Zoning
Traffic
Fear of other businesses coming into the neighborhood.
4. Were any modifications made or considered in response to the concerns raised at the meeting?
Zoning - Assured them it remains an R-1 Zoning.
Traffic - Explained arrival, departure times and Multi-family childcare.
Fear of Businesses - explained no other business with going through zoning process. Explained ten children is most asked for. It will never be a childcare center.

SUPPLEMENTAL DOCUMENTATION

Daycare, Child (Home Based 7-12 children)

The following information is required to evaluate applications for Conditional Use Permits for Home Based Daycare. Please provide a statement for all items.

1. Is the home the primary residence of the daycare operator? ☒ Yes ☐ No

2. Are there additional employees? ☒ Yes ☐ No

If yes, how many and do they reside at the home?

Peter May (Spouse) resides in home.
Elizabeth May Butler - (daughter) NO, Does not reside in home

SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. Please provide all the following information as additional documentation.

- ☐ The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan.
privacy fence plus 4ft. chain link around playground.
- ☐ The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.
- ☐ All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.
- ☐ The following minimum amount of off-street parking must be provided:
 - ☐ The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
 - ☐ One (1) space for each employee who is not a full-time permanent resident of the home; plus
 - ☐ One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.
- ☐ The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

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Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Neighborhood Meeting

December 4, 2023

West Regional Library

5:30 pm

Please sign in:

Name Deborah May Email dmay1891@gmail.com
Address 5032 Government Blvd. Mobile Phone: 251-656-4527
Name Lisa Young Email LISARYOUNG01@gmail.com
Address 4015 Bay Front Rd Mobile Phone: 251-447-1045
Name Kenneth W Wootten Email KWOC6151@gmail.com
Address 6151 Boykin Rd Phone: 251 377-5877
Name Llice Young Email salliemae5614@gmail.com
Address 516 Newport Dr. w mobile, AL Phone: 251-423-9641
Name Mary Wyatt Email MARY WYATT 172@gmail.com
Address 514 Newport E Phone: 251 3669701
Name Debra Brown Email debra56@gmail.com
Address Bessie H. Brown Phone: (251) 610-7999
Name Robert A. Parks Email _____
Address 3725 Dogridge Phone: 205 605140
Name Michael T. TARTT Email T TARTT@BELLSOUTH.NET
Address 5217 Drexel Dr Phone: 251-402-1061
Name Vansean James (Great Love Childcare) Email greatlove@stellarchildcare.com
Address 8749 Woodberry Ct Mobile AL 36695 Phone: 251-262-4200
Name Rosston Butler Email butler-1371@hotmail
Address 3911 Higgins Rd. Phone: (251) 895-0371

Neighborhood Meeting

December 4, 2023

West Regional Library

5:30 pm

Please sign in:

Name Shelby Ulmer Email shelbypmathis26@yahoo.com
Address 5213 Burma Rd. West Phone: (251) 709-6520
Name Michelle Raybon Email mraybon@apc.team.org
Address 2595 Bell Road, Montgomery Bell Phone: 334-271-0304 or 338-1094
Name Jennifer R. Richburg Email jenniferr.h.richburg@outlook.com
Address 3004 Blue Ridge Dr. E Phone: 251-327-0199
Name Morgan Richburg Email ames.m.richburg@outlook.com
Address 3004 Blue Ridge Dr E Phone: 251-454-0277
Name Brian C. Morton Email brianmorton@bellsouth.net
Address 2715 TIFTON CT Phone: 251-753-5531
Name SARAH MORTON Email sarahcom25@aol.com
Address 2715 TIFTON CT Phone: 251-421-1649
Name MARY CRAIG MORTON Email ✓
Address 2715 TIFTON CT Phone: —
Name Jaila Love Email jsymone213@gmail.com
Address 833 S University Blvd #83 Phone: 251-520-1922
Name EMILY STILL Email emstill134@gmail.com
Address 1150 Santa Maria Ct. Mobile, AL 36693 Phone: 251-623-3964
Name Facethia Hogue Email fjh005@auburn.edu
Address 2012 Jones Ave. 36617 Phone: 251-367-6732

Neighborhood Meeting
December 4, 2023
West Regional Library
5:30 pm

Please sign in:

Name Sham Pte Email _____
Address 256 Oak Dr. North Phone: 251-6523266

Name Courtney Hartley-Williamson Email Courtneyhartley2@gmail.com
Address 5634 Merwood Ct Phone: 251-581-1284

Name Jason Williamson Email jwilliamson7894@gmail.com
Address 5634 Merwood Ct Phone: 251-895-3927

Name John Pettaway Email pettawayR@bellsouth.net
Address 3713 Norton Dr Phone: 251-604-9804

Name Robert Pettaway Email _____
Address Same as above Phone: _____

Name Elizabeth Butler Email lizzie81891@yahoo.com
Address 3911 Higgins Rd. Mobile, AL 36619 Phone: (251) 214-4979

Name _____ Email _____
Address _____ Phone: _____

Name _____ Email _____
Address _____ Phone: _____

Name _____ Email _____
Address _____ Phone: _____

Name _____ Email _____
Address _____ Phone: _____

Neighborhood Meeting
December 4, 2023
West Regional Library
5:30 pm

Please sign in:

Name Zachary Chimento Email zchimento@gmail.com
Address 833 S University Blvd Phone: (251) 422-4259

Name _____ Email _____

Address _____ Phone: _____

Name _____ Email _____

Address _____ Phone: _____

Name _____ Email _____

Address _____ Phone: _____

Name _____ Email _____

Address _____ Phone: _____

Name _____ Email _____

Address _____ Phone: _____

Name _____ Email _____

Address _____ Phone: _____

Name _____ Email _____

Address _____ Phone: _____

Name _____ Email _____

Address _____ Phone: _____

Name _____ Email _____

Address _____ Phone: _____

6 From Lansdowne



Add a Caption

Friday • Nov 17, 2023 • 12:07 PM

Adjust

IMG_3752

Apple iPhone 12 Pro Max

HEIF

Wide Camera — 26 mm $f1.6$

7 MP • 2683 x 2843 • 3.5 MB

ISO32

25mm

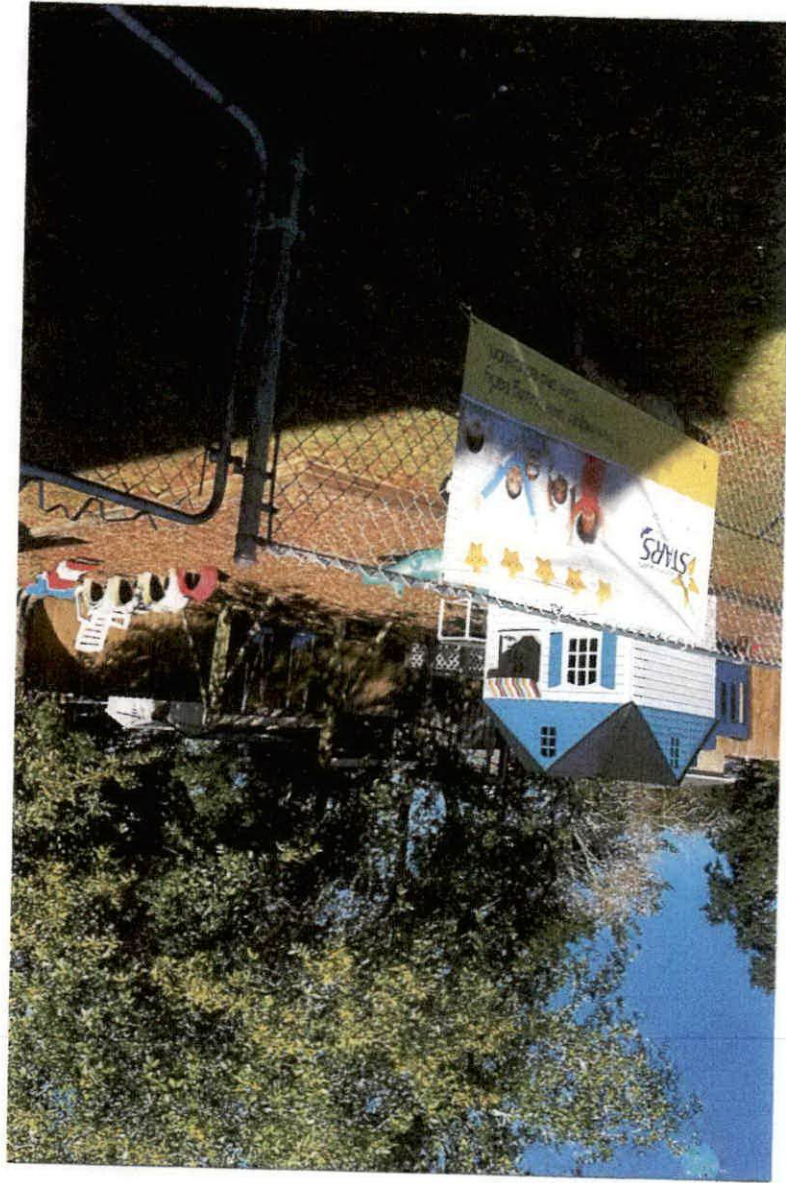
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Playground has additional fencing
besides the privacy fence

Minutes of Neighborhood Meeting for Conditional Use Permit

5032 Government Boulevard, Mobile, AL. 36693

December 4, 2023

5:30pm

West Regional Library

5555 Grelot Road Mobile, Alabama 36609

27 in attendance

6 in attendance from Lansdowne Subdivision

Deborah May introduced herself and stated she has a family childcare home at 5032 Government Boulevard in Lansdowne subdivision. She stated it has been open for 27 years at this address, and that she was seeking a Conditional Use Permit to allow a Family Childcare Group Home. She stated she has a Licensed, Nationally Accredited, Quality Star 5 Family Childcare Home. She stated she provides a safe, stable, educational learning environment for young children.
(Speech attached)

Jennifer Richburg spoke in support of the Conditional Use Permit. She moved here from Louisiana and her husband had to stay out of work from May to September, the year they began at Debbie's Home Daycare due to unavailable childcare. Her child is currently attending Debbie's Home Daycare. She is pregnant with her second child and has no childcare available at time for the new baby. She is on several waiting lists.

Emily Still spoke in support of the Conditional Use Permit as a past child in Debbie's Home Daycare. She is now 25 years old. She remembers the things she did while in attendance and loves that Mrs. Debbie shows photo memories of her childhood on the daycare Facebook page. Her grandfather lived behind Debbie's Home Daycare.

Mary Wyatt said that she has a family childcare home and has children in her care in which parents must go to several childcare places because there are not any available for all to attend a single daycare. She supports the Conditional Use Permit.

Brian Morton spoke in support of the Conditional Use Permit. He spoke of the relationship with family and how his daughter had learned so much while attending. He felt his child and others are ready to transition to school above average when they leave. He never saw many cars when he came to pick up his child. He stated he remembered that when Mrs. Debbie saw some parents turn around in her neighbor's driveway, that she immediately addressed it and added it to policy contract that it was not allowed.

Jason Williamson spoke in support of Conditional Use Permit. He lived next door while growing up. He never had any problems, nor did his mother, Amber Williamson with the Family Daycare. His mother spoke last year at the Variance meeting in support of Debbie's Home Daycare increasing to ten children. Before he had a spot for his child, he went door to door to the neighbors on our street for support. He

needed childcare for his infant son. They want more children but fear no childcare. His wife had to stay out of work until he could find childcare.

Brian Morton asked if 10 children would be the end of additional children...there would not be like 20 or more. He also stated he does not like the wording of Group Home. He says it doesn't fit what is being asked.

Deborah May stated 10 would be the most she was seeking. She primarily keeps children birth to age four.

Michelle Raybon from Alabama Partnership for Children stated her support for the Conditional Use Permit. She has known Deborah since 2003 when she applied for TEACH Scholarship to gain a Degree in Early Childhood Education. She stated there is a large shortage in childcare and staff for childcare facilities throughout the city and State of Alabama, especially a shortage for infant and toddler care.

Michelle Raybon then read a letter from Tish MacInnis. She works in the Strengthening Families Program with Alabama Partnership for Children. Tish has worked with Debbie's Home Daycare since 2017 with family involvement and resources. She spoke of Debbie's Home Daycare being a Quality 5 Family Daycare Home. (letter attached to application).

Vanessa Brown stated she could see that Ms. Debbie has wonderful daycare due to the support she has at the meeting. Vanessa Brown lives in Lansdowne. She asked what would happen next after the meeting. Deborah May explained that she would be turning in the application to the planning department and then it would be heard at City Council. Another sign would be put up temporarily in her yard until the City Council meeting when a decision would be made.

Vanessa Brown had some concerns.

- traffic
- Additional businesses in neighborhood if granted the Conditional Use Permit

Vanessa Brown feels a center would be better. She feels Mrs. Debbie would be great for more than 10 children due to her qualifications.

Deborah May (Mrs. Debbie) explained why a center is not a solution. Centers do not make profit on infant and toddler care due to low adult/ child ratio. Qualified staff are hard to find. Wages for staff are not conducive to the amount of work required for quality childcare. The cost of childcare would have to be increased to have quality care and decent wages. To cost of childcare would be too high for families.

Jaila Chimento spoke in support of Conditional Use support. She had to pull her child out of the center due to a traumatic experience. She is at Debbie's Home Daycare currently. Her family wants another child but is afraid of no childcare available.

Ross Butler spoke in support of Conditional use. He stated his wife, Elizabeth, is currently helping at Debbie's Home Daycare. Elizabeth is Mrs. Debbie's daughter. He fears his wife will be out of a job. Elizabeth's grandmother has been helping offset the financial costs so that her mom could continue to give quality care while caring for both of her grandmothers. When her grandmother passes, Mrs. Debbie

will have to let Elizabeth go if a Conditional Use Permit is not granted. He stated he is a firefighter and has other firefighters needing childcare.

Deborah May stated that due to having a home daycare she was able reopened shortly after Covid because essential workers needed to go to work. She had fire fighter and hospital workers at the time. Centers remained closed due to Covid restrictions. Family Childcare is a huge plus for essential workers.

Elizabeth Butler stated that multiple families already enrolled want to have additional children, including herself, but fear no childcare will be available.

Michael Tartt stated he had a concern about zoning. He resides in Lansdowne subdivision. He stated that Mr. Morton answered his question about it staying a Residential zoning.

Mr. Tartt stated he does not like "group home" wording. It scares the neighborhood.

Deborah restated that last year she had to ask for a variance, but the process has changed, and the Conditional Use Permit would remain a Residential zoning. She also stated she would prefer the wording "Large Family Childcare".

Facenthia Hogue came in support of the Conditional Use Permit. Mrs. Hogue stated she has a Group Home Daycare in Mobile and had gone through the process with the city. She was hoping something could be done to change the wording of "Group Home".

She stated the reason she applied for a group home childcare was children needing care. She restated that the application is only asking for more children, that the Family Daycare Home has already been in business 27 years. She stated she was sure traffic was not an issue because she saw no problems with it in her Group Home Childcare, She has no more than two parents at any one time. Mrs. Debbie could have arrival and departure times discussed with parents. Due to parents being on a contract Mrs. Debbie could see that congestion of traffic would **not** happen.

Shelby Ulmer stated that in her neighborhood, it has Dodge Elementary School. She stated she supports the Conditional Use permit. She stated she lives on Burma Road, and she doesn't have traffic issues in her neighborhood. She feels there is a need for additional childcare.

Bessie Bass said she was not notified. She only knew about the meeting due to the big sign in the yard. Deborah May stated she mailed letters to homes in a 300 feet buffer zone, that zoning required. The sign in her yard was notification to all others.

Mrs. Bass asked why Deborah did not participate in Lansdowne Homeowner's Association. Deborah May explained she was caring for her two elderly mothers the last three years and during this time her husband had three surgeries on his shoulders.

Elizabeth Butler asked how Lansdowne advertised things going on in the neighborhood.

Deborah May stated the forms that Lansdowne sends out about dues for the neighborhood did not have a phone or email address to contact.

Mr. Pettaway stated Lansdowne has a neighborhood watch. He stated people parking large trucks on the street, etc..... Mechanics working on cars etc.... He does not want businesses in the neighborhood. Mr. Pettaway asks who had a daycare in their neighborhood?

Elizabeth Butler stated there is a childcare center in her neighborhood as well as a gas station and a church. That's what makes it a neighborhood, A community.

Mr. Pettaway also remarked not seen Deborah May at the Lansdowne Homeowners meetings, Deborah May restated why she did not participate. Her elderly mother-in law is on hospice and her husband has had three surgeries. She will have more time after her mother-in- law passes to participate.

Deborah May stated the economy suffers when parents can't work. Parents of young children need available childcare. She stated birth to age five is the most important years in brain development. Family Childcare and Family Childcare Group Homes are intended to be in a residence home.

Deborah May asked if there were any other comments or questions.

Meeting adjourned.

pg. 1

Meeting for Neighborhood
Meeting on December 4, 21

Good evening,

My name is Deborah May. I live at 5032 Government Boulevard, in Lansdowne subdivision here in Mobile. I have a Licensed, Nationally Accredited, Alabama Quality, 5 Star family childcare home. My hours for childcare are from 7am to 5pm. My childcare Home has been open in Lansdowne for 27 years, but I worked in childcare for a total of 37 years. I am an advocate for families to have affordable, quality childcare. I've requested this meeting so that you can better understand what I am asking, and why.

There's been a steady decline in childcare over the past several years. Childcare Centers and homes are finding it hard to stay open since the covid pandemic. Expenses have increased due to inflation, and staff is hard to find. Stability grants were given last year so that childcare centers and homes could remain open. I know at one time Mobile had 150 homes daycare and now there are only about 50.

So.....

There is long waiting lists for infants and toddlers at just about all the childcare centers and homes.

Parents need to work. They need the income to support their families. They can't..... if they can't find childcare. **I feel I can help some of these families with the support of our community.**

Last year I applied for a Variance to allow my property to be used as a family childcare **group** home. This is a family daycare that has two adults and ten children versus a family childcare home that has one adult and five children. My application was denied because I could not prove a hardship to my property. The reason for this. is I was **not asking to change my property**. I was asking to increase the number of children. My home is already large enough to care for a larger number of children per the Department of Human Resources licensing performance standards.

The Board of Adjustments told me at the time it was denied, to re-apply when the new process was put in place. They would no longer be requiring a Variance but instead be requiring a Conditional Use permit.

The difference between a **conditional use permit** is that it generally relates to the **USE** of the property whereas a **variance** relates to the actual **PHYSICAL** property. I understand the name **GROUP HOME** is confusing to some. The Department of Human Resources uses this language for licensing family childcare group homes. I prefer the name Large Family Childcare Home.

At the meeting last year, three people spoke opposing the request for the variance. Each were asked if they knew I had a Family childcare home. Each person stated no. **Not until the city put up the huge sign in my yard.** They were then asked if they knew of any complaints against my Family Daycare Home. Each stated no. I am hoping that the opposition was due to lack of information and communication.

I think some people may have a concern about **advertising signs** in my yard.

Advertising signs for family childcare homes are not allowed in the City Limits. The only signs that have been out are the ones required by the city for the application process.

There were some concerns about the zoning of the property. Which I totally understand.

A CONDITIONAL USE PERMIT does not change the zoning of the property. It remains a R-1, Residential zoning.

They were also some concerns about Children running around in the neighborhood.

I am required to supervise the children at all times, that is one of the licensing requirements. We do go outside each day, but this is in my backyard which has a privacy fence. I try very hard to be considerate of my neighbors. The families on my street do not oppose having additional children. They even wrote letters last year stating they approved of my application for the variance request.

I take **great pride** in my home. I want my home to look its best as we are located on the service road, and everyone sees our house. The value of my property has only increased because we have updated and remodeled.

Another concern is the increase in traffic.

The request to increase the number of children does not mean there is a large increase in traffic. Parents arrive and depart at different times of the day. Also, I currently have a family enrolled that is expecting their second child. I have no space available for the new baby. That means the baby will be on a waiting list just to get in **anywhere**. The parents will have to go to different childcare places. if they can even find a spot. This is such an unnecessary stress for the family. It's rare for a Family childcare to have multiple openings at one time.

People choose Family childcare because it provides small class size, individual attention to specific needs and a stable long-term relationship between the childcare provider, the child, and their family.

My daughter has been helping me with my Home Daycare for the past couple years while I cared for my elderly moms. They came to live with us during covid as our fathers passed during this time. My mother passed about 18 months ago, and my mother-in-law is now on hospice. I would like to have

FS-5

my daughter continue to help me. She has emerged into a wonderful teacher with a strong attachment to the children. She is always looking for ways to improve their learning and development. She even enrolled at the University of West Alabama majoring in Early Childhood Education.

I want to close by saying that I believe the increase in children for my Family Childcare Home will not impact the neighborhood in a negative way..... but to those families that have the additional childcare spots.... It will make a huge impact for their family. In today's economy, to maintain a household with children it takes two working parents. When those parents have quality, affordable childcare, they are more productive at work.

My purpose in life has always been Early Childhood Education. I want to provide a safe, secure environment for small children to learn. I have the experience, the space, and knowledge to provide for the additional children.

I ask for your support for the application for a conditional use permit so that I can help families with small children.

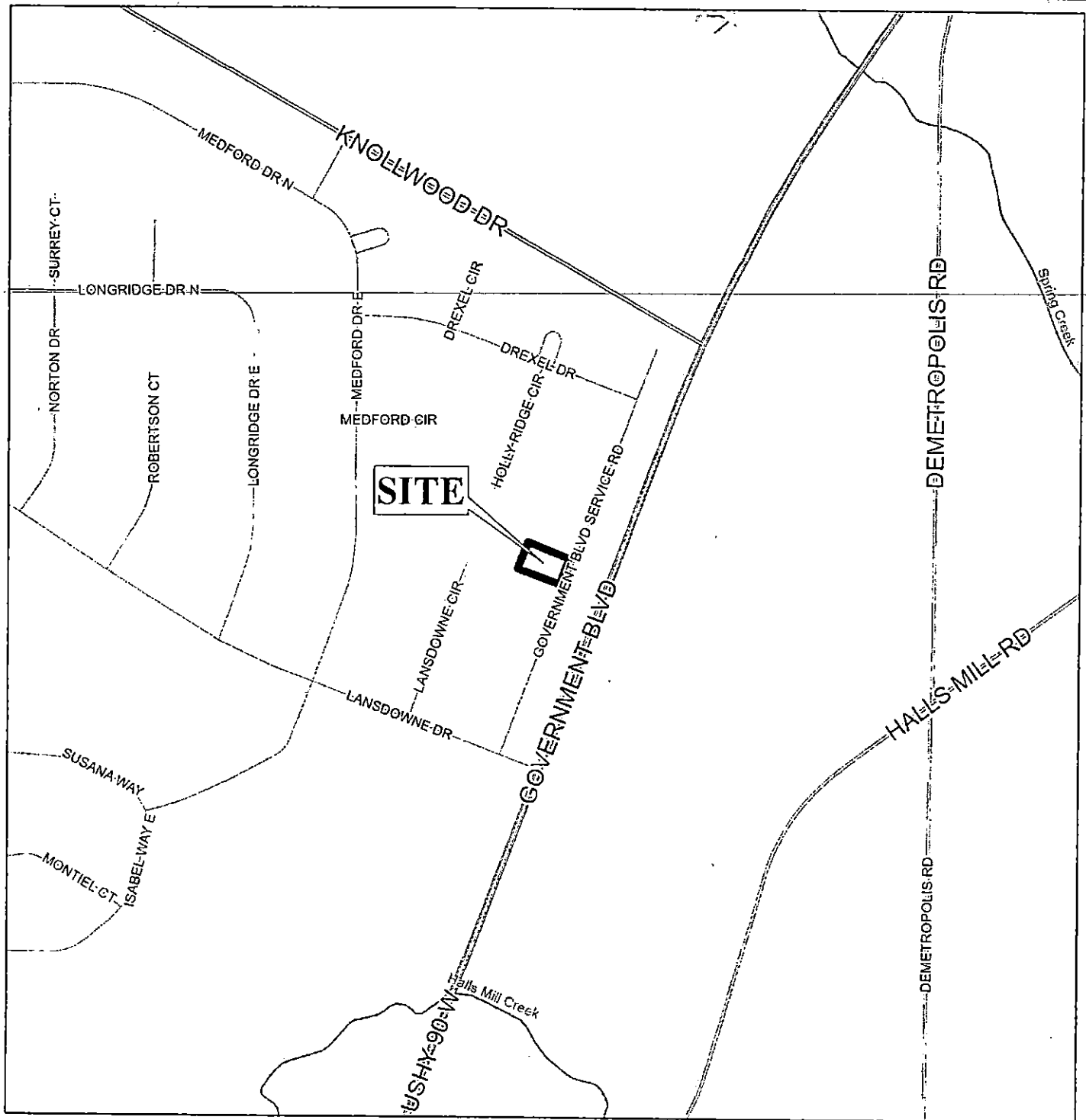
If you would like to give support please write or email a short letter of support to the zoning department / city council and myself at dmay1891@gmail.com.

If there is anyone who would like to speak in support, or that has questions or concerns, the floor is open. Please state your name for meeting minutes and application purposes.

Thank you,

Deborah A. May

LOCATOR MAP



APPLICATION NUMBER ~~6464~~ DATE ~~July 11, 2022~~

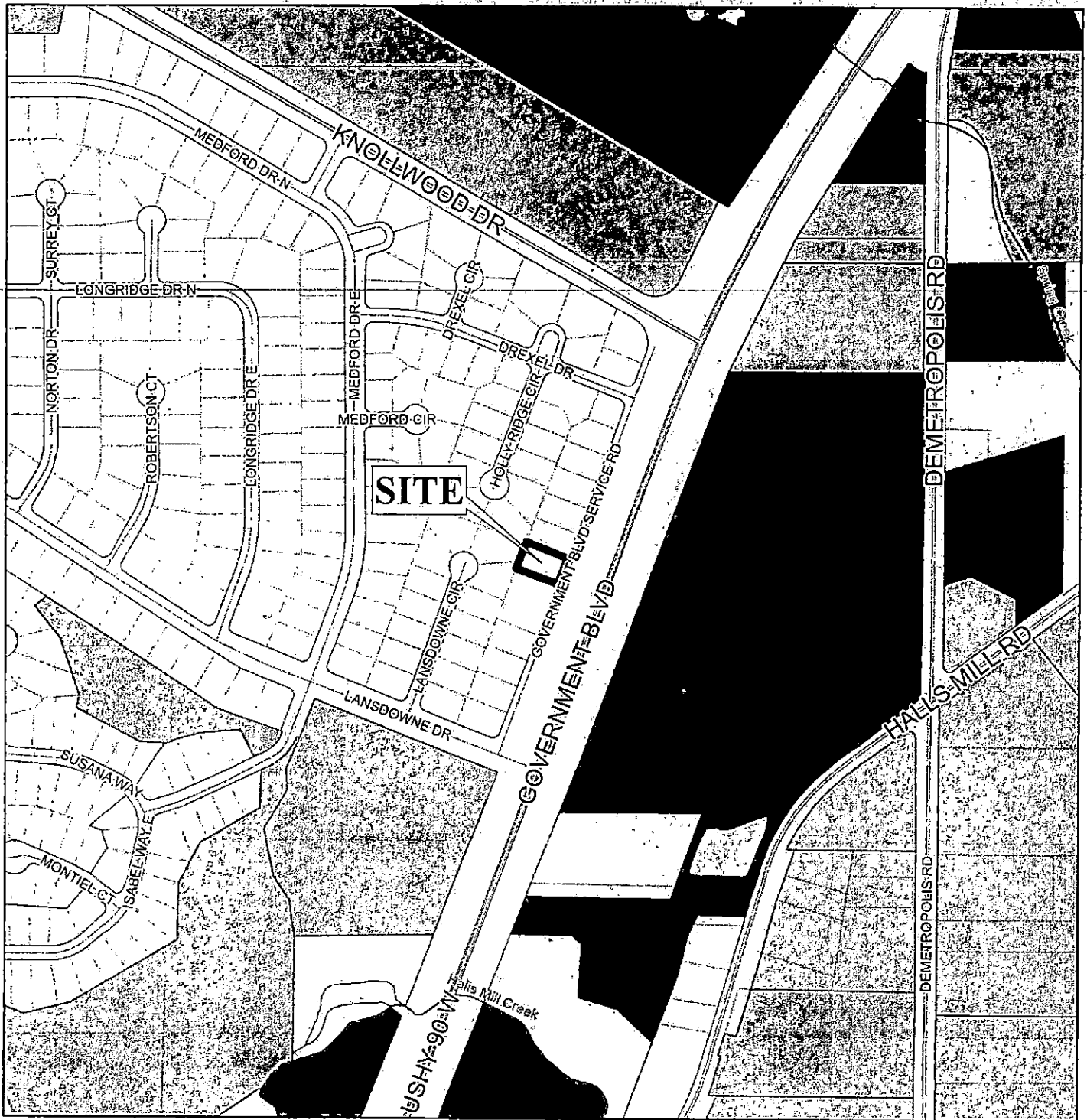
APPLICANT Deborah May

REQUEST Use Variance

Conditional Use Permit



LOCATOR ZONING MAP



APPLICATION NUMBER 6464 DATE July 11, 2022

APPLICANT Deborah May

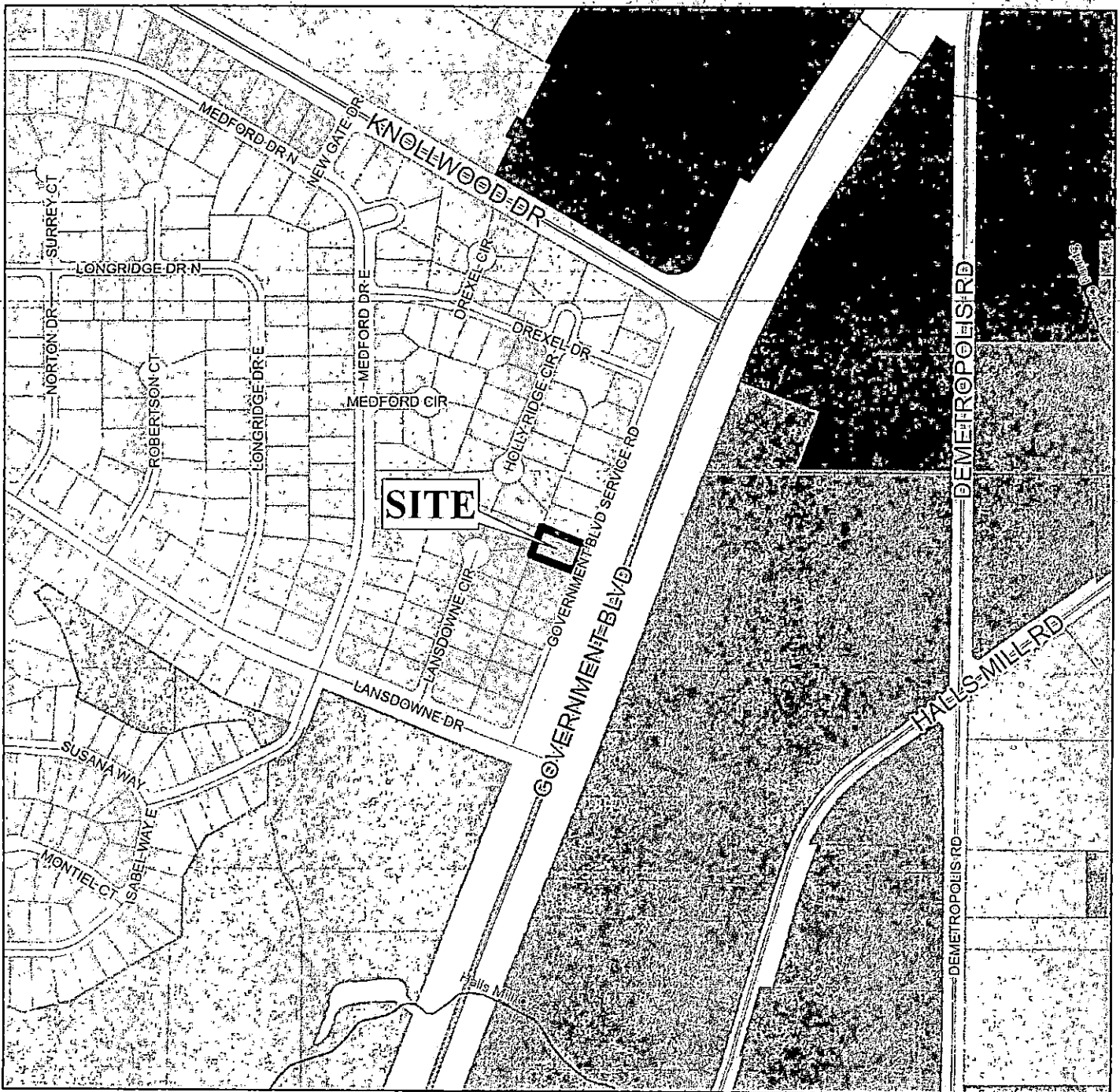
REQUEST Use Variance

CONDITIONAL USE PERMIT



NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 6464 DATE July 11, 2022

APPLICANT Deborah May

REQUEST Use Variance Conditional Use Permit

Layer2

Low Density Residential

Mixed Density Residential

Downtown

District Center

Neighborhood Center - Traditional

Neighborhood Center - Suburban

Traditional Corridor

Mixed Commercial Corridor

Downtown Waterfront

Light Industry

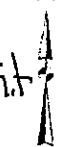
Heavy Industry

Institutional

Parks & Open Space

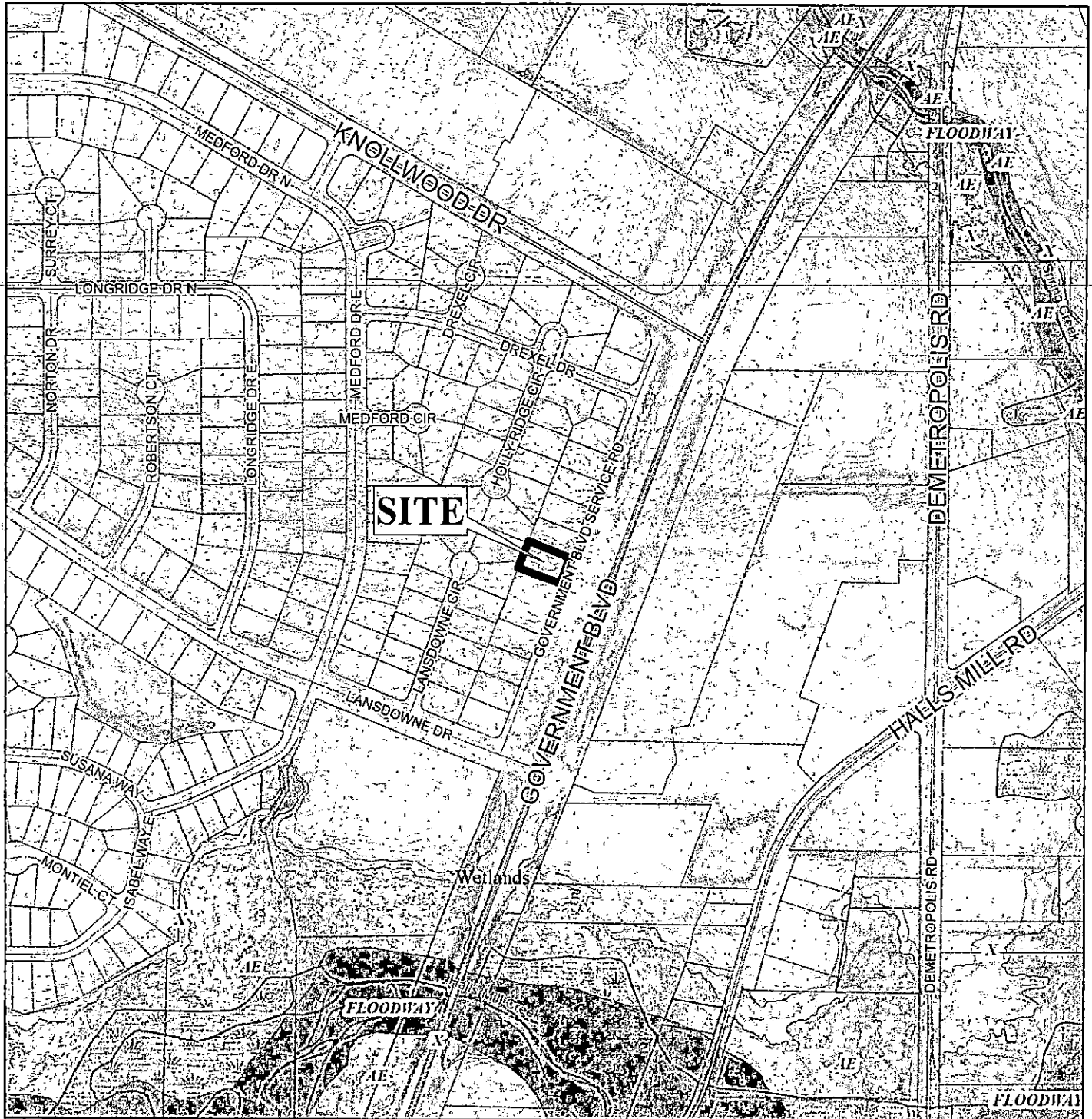
Water Dependent

N



NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER ~~6164~~ DATE ~~July 11, 2022~~

APPLICANT Deborah May

REQUEST Use Variance

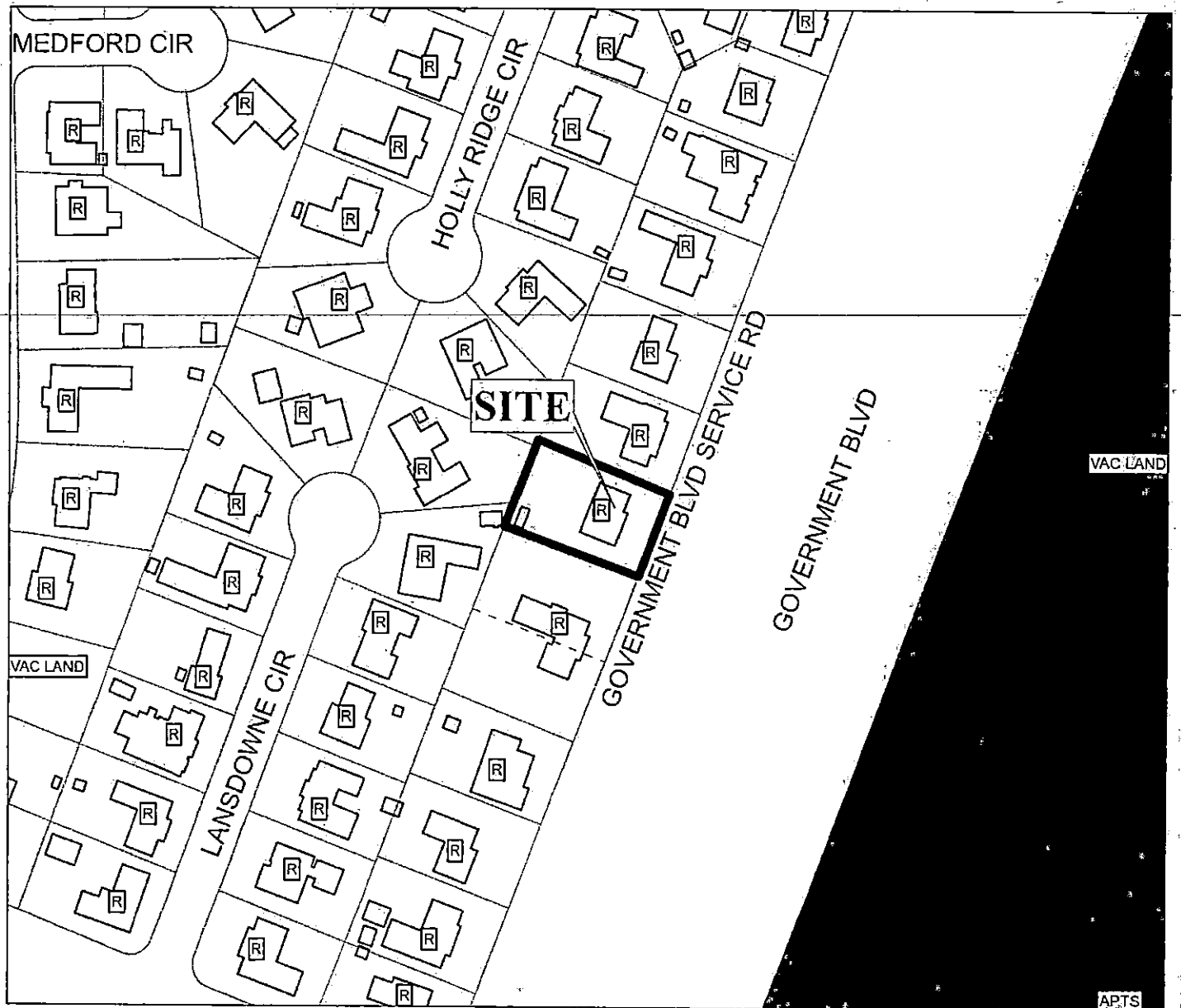
Conditional Use Permit

N



NTS

BOARD OF ADJUSTMENT VICINITY MAP - EXISTING ZONING



This site is surrounded by residential units, and commercial units to the east.

APPLICATION NUMBER 6464 DATE July 11, 2022

APPLICANT Deborah May

REQUEST Use Variance

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6



BOARD OF ADJUSTMENT VICINITY MAP - EXISTING AERIAL



This site is surrounded by residential units, and commercial units to the east.

APPLICATION NUMBER ~~7464~~ DATE ~~July 11, 2022~~

APPLICANT Deborah May

REQUEST ~~Use Variance~~

CONDITIONAL USE PERMIT



NTS

SITE PLAN

MRS DEBORAH MAY

SITE PLAN



5032 GOVERNMENT BLVD

MOBILE, AL 36693

This site plan illustrates the site and surrounding areas.

APPLICATION NUMBER ~~1164~~ DATE ~~July 11, 2022~~

APPLICANT Deborah May

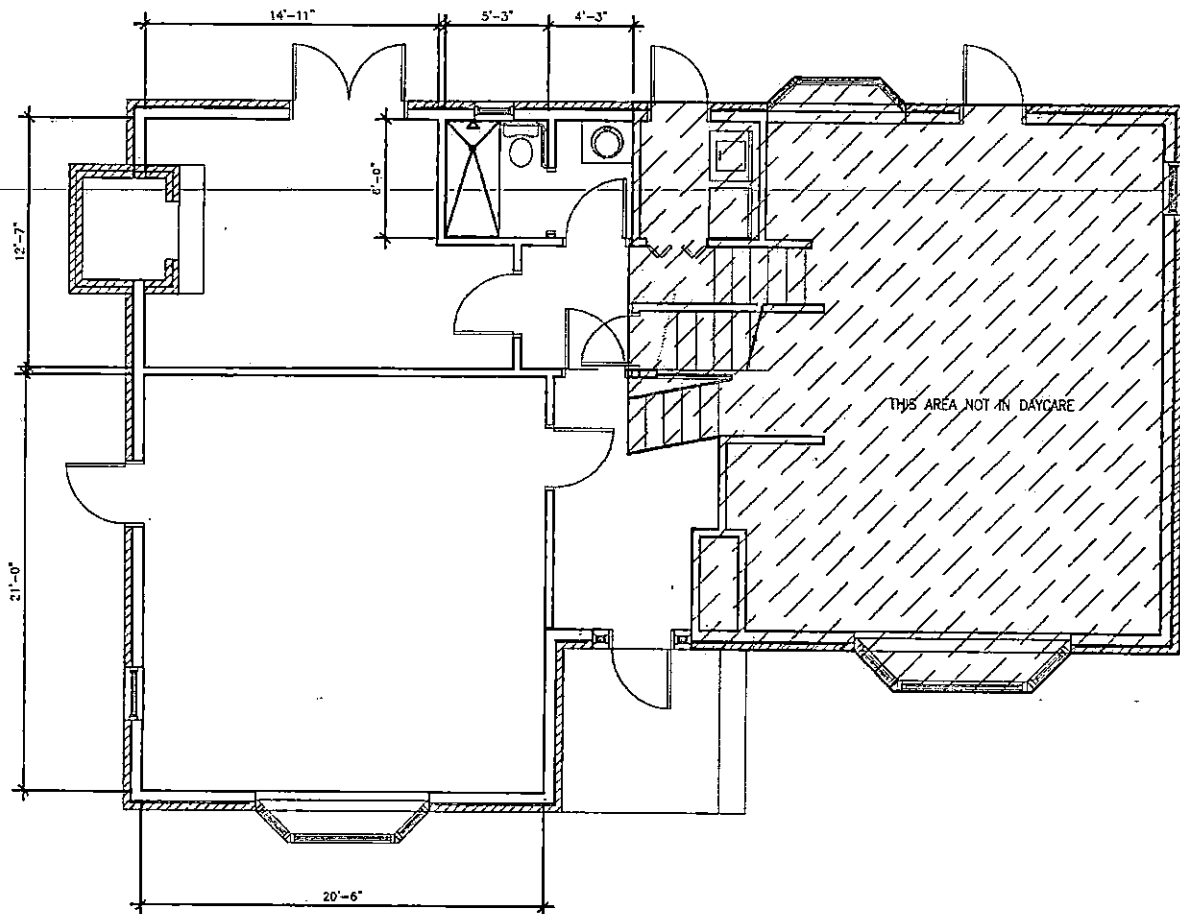
REQUEST Use Variance

Conditional Use Permit



NTS

DETAIL SITE PLAN



(E1) 1ST FLOOR PLAN
1/4"=1'-0"

APPLICATION NUMBER ~~6464~~ DATE ~~July 11, 2012~~

APPLICANT Deborah May

REQUEST Use Variance

Conditional Use Permit



Alabama
**PARTNERSHIP
FOR CHILDREN**

Dear Mobile Planning Committee and neighborhood residents residing close to Debbie's Home Day Care:

I write this letter in support of the request to expand the capacity of childcare placements for Debbie's Home Daycare, located at 5032 Government Blvd, Mobile, AL 36696.

Professionally I have worked closely with Mrs. May since 2017. She embraces the work of Strengthening Families. This statewide initiative provides an atmosphere where families develop skills in parenting and advocacy on behalf of their child(ren) and families.

It is important in my work through partnership with many state agencies such as DHR, Early Childhood, Abuse and Neglect Prevention and Mental Health to provide resources to centers such as Debbie's Home Day Care. It is a known fact that early childhood education and childcare has the capacity to help children, their families — and subsequently our overall society — to thrive.

As such, I am writing today to urge you to allow the expansion of Debbie's Home Daycare.

Mobile is not any different from other Alabama cities. There is a HUGE need for more childcare and specifically infants and toddlers. Working mothers have been forced to leave the labor force to care for their children. I know of a new mom that is on several waiting lists for her infant so she can return to work in January. It will be devastating to her family if she cannot find a placement for her child and cannot work.

Scientific evidence clearly shows that child care based on early learning instills protective factors for children over their lifetime, setting the stage for resilient outcomes in times of adversity and providing children with the skills they need to succeed throughout their life. Access to affordable, high quality child care contributes to the social, emotional and cognitive growth of children in the pre-school years, which are the most sensitive periods for brain development — cognitively, socially and emotionally.

My last words to you will be that Debbie's Home Day Care ranks according to DHR as a 5 Star center. That is the highest level that DHR rates a program. The expansion will provide **more opportunities for more families** to receive the best care available. This is important to the parents with children at her center. It is **valuable to your Neighborhood**. It is **Notable to Mobile** to have childcare centers with this type of recognition. **Alabama is extremely fortunate** to have exemplary childcare homes such as Debbie's Home Daycare.

PLEASE allow the expansion request!

Yours sincerely,



Tish MacInnis,
Alabama Strengthening Families Coordinator
334-312-4864 (cell)

Urban Home Development

Land Use Administration

I am a homeowner at 5008 Government Blvd. and have no objection to having Debbie's Home Daycare holding more kids. She is an asset to the community by providing childcare with the demand as high as it is and truly little openings. We have never had an issue with them in the time we have been here. I cannot see ~~any reason she should not be able to provide care for additional kids.~~ Please consider this during these challenging times as many parents are unable to find care.

Best Regards,

Carolyn Bolden

Urban Development Dept.
Land Use Admin.

I am a home owner on the street where Debbie's Home Daycare is located in Lansdown subdivision. In all the years that she has been running her home daycare, we have not had any issues with traffic or noise from her or the children she keeps. I can see no reason why she should not be allowed to add additional children at her home. If you wish to question me further please contact me on my home phone at 251-661-1079.

Joseph & Julie Harris
5016 Government Blvd,
Mobile, AL 36693

Date: 1/11/22

To: Urban Development Dept (Land Use Admin)

From: Appollonia Nix, 5020 Government Blvd, Mobile, AL 36693

RE: Debbie's Home Daycare

To Whom It May Concern:

On behalf of Debbie's Home Daycare, it is my pleasure to inform you that I have no concerns as it relates to the daycare being in the neighborhood. I have lived in the neighborhood for 5 years. There have been no concerns related to traffic in the community. Ms. Debbie is very nice and is willing to go above and beyond to protect her daycare and community. Expanding the daycare business will be a great opportunity for the community, I do not foresee any concerns. If any concerns were to arise, I have faith that as a community we can accommodate as needed, as we always do. I look forward to the beginning of the expansion of the daycare, as I hope for her to have open availability for me in the future.

Sincerely,

Appollonia Nix, 251-209-1651

To: Urban Development Department
Land Use Administration Administration

To whom it may concern,

I have been living on Government Blvd for the entirety of Debbies daycare and have yet to have an issue with her or the families that attend there. She's providing a vital service to the community that should be expanded everywhere to meet the demanding need. I highly encourage you to allow her to provide additional care.

Best regards,

Gus Emanuel

5024 Government Blvd

Urban Development Department
Land Use Administration Administration

To Whom it May Concern,

I hope you will consider allowing Debbie to expand her daycare services to the area. I believe that the shortage of childcare is quite alarming. It provides a great service to the communtiy. I was not aware she was even running a daycare for quite some time to explain how great she runs it. Traffic has never been an issue either. Thank you for your time.

Best regards,

Thi Lemy

5056 Government Blvd

From: Thuy Nguyen

To: Urban Development Dept Land Use Admin

Hello, I live at 5052 and was not even aware of her running a daycare. It doesn't affect the neighborhood at all. I would support her to have more kids. I couldn't see it being an issue. They have always seem like nice people. I know many people are having trouble finding care so this would help some out.

Thanks,

Thuy Nguyen

To: Urban Development Department
Land Use Administration Administration

Dear sir or madam,

I have been living at 5044 Government Blvd for a short time but in the time i have been here i have seen no issue with the daycare. I know there is a shortage on childcare in the area and think it would provide a great service to families in the area. Please consider allowing Debbie to expand her daycare for the community. Thank you for the consideration.

Best regards,

Dion Paige

To: Urban Development Dept Land Use Admin

From: Amber Williamson

I have been Debbie's neighbor for the entirety of her daycare, and I have not had one complaint from them. She keeps her property looking very well kept. She has always been a great neighbor keeping everyone considered. I can see no reason she should not have more kids. She is a wonderful person, and our kids grew up together and they always loved playing at her house. Please consider letting her hold more kids to support the community. If you have any questions or concerns, please contact me at 251-610-5756. I gladly stand behind Debbie for any support she needs.

Sincerely,

Amber Williamson



Alabama Baptist
CHILDREN'S HOMES
& Family Ministries | Mobile
protect • nurture • restore

April 22, 2022

To Whom it May Concern:

Alabama Baptist Children's Home recognizes a top need for our families is childcare. As of April 12th, only two daycares in all Mobile County had current availability for children under age 2. Today, there would only be one more daycare added to that number that would have an immediate opening.

In our foster care ministry, majority of our parents work full time jobs. Therefore, daycare is necessary in them accepting a young child in foster care. If they cannot find availability, they have to say no to accepting the child. In our family care ministry, we serve single moms with short term housing and skills for independent living. Our moms cannot gain necessary employment without daycare spots and flexibility for their children.

I support a provider category change for Debbie's Home Daycare, so she can provide 5 more additional spots for child care. This not only will benefit the economy and general Mobile community, but could be an option for our ABCH families as well.

Sincerely,

Brooke Sanders, LMSW

Brooke Sanders, LMSW

Foster Care Social Worker

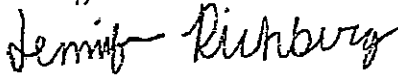
251-639-1022



To: Mobile Planning Commission

I recently received a job offer with the Mobile Chamber of Commerce so my husband and I are moving to Mobile from Indianapolis in the middle of May and have been searching for licensed quality childcare for our 8 month old son. He has been at an in-home daycare in Indianapolis since he was 10 weeks old and we strongly prefer to find another in-home daycare for him. We have called every in-home daycare in Mobile that we can find on the internet and all have told us that they do not have any open spots. We've also resorted to calling multiple traditional daycare centers out of desperation and they have all also told us that they do not have any available spots and have very long waiting lists. I was luckily given Debra's contact information after I called an EHS in-home daycare. If Debra is able to take on more children at her home, it will be a huge blessing for my family and will greatly benefit us. Because we cannot currently find any quality licensed childcare, my husband has to hold off on finding a job once we move to Mobile because he will have to watch our son until we are able to find someone with an available spot. We are hoping that Debra will be approved to watch more children by the beginning of June so that my husband can begin working as soon as possible.

Sincerely,



Jennifer Richburg

(251) 327-0199

jennifer.h.richburg@outlook.com



Child Care and Early Education in Alabama



In Alabama, federal and state early learning opportunities serve more than 65,898 children and families,¹ or 19% of children birth through age 5.²

High-quality early care and education (ECE) is proven to dramatically improve a child's opportunities for a better future while offering parents greater job stability and overall economic security.

The Economic Impact

Access to affordable, high-quality child care can increase parental labor force participation and family economic stability. However, widespread problems finding and paying for child care adversely affect both state and national economies. As a direct result of child care issues, the national economy loses \$122 billion annually in the form of lost earnings, productivity, and revenue.⁷ In Alabama: The estimated annual economic impact of the infant-toddler child care crisis: \$1.3B.⁸

Families Lack Access to High-Quality ECE Options in Alabama

The high cost and limited supply of quality ECE have created serious challenges for many families.

Unmet Need



353,923 Children Birth Through Age Five³



25% of Children Birth Through Age Five Living in Poverty⁴



61% of Children Birth Through Age Five With All Available Parents in the Workforce⁵



19% of Children Birth Through Age Five Served By Federal- and State-Funded Early Learning Opportunities⁶

Note: 1,2,6: These figures include beneficiaries of Head Start, Early Head Start, CCDF, MIECHV, state-funded Pre-K, and IDEA Parts B, Sec. 619 and C. In some cases, children and families are served by more than one program.

There are several early learning programs that provide working families with access to high-quality, affordable ECE opportunities, but currently the demand for care far outweighs the supply, and funding constraints leave many eligible children unserved. Each of these programs has its own eligibility requirements, purpose, and service delivery model. Together they form a mixed-delivery system that supports parental choice and aims to meet children's individual needs.

Child Care & Development Block Grant (CCDBG)

21,708
Children Birth Through
Age Five Served⁹

18%

Eligible
Children Birth
Through Age
Five Served¹⁰

Learn more about CCDBG in Alabama [here](#).

Early Head Start

1,880
Children Enrolled¹¹

7%

Eligible
Children
Served¹²

Head Start

8,972
Children Enrolled¹³

20%

Eligible
Children
Served¹⁴

Maternal, Infant, and Early Childhood Home Visiting (MIECHV)

1,851
Families Served¹⁵

Learn more about MIECHV in Alabama [here](#).

State-funded Pre-K

71,000
Children Enrolled¹⁶

14% of three- and four-year-old children attend public ECE¹⁷

IDEA Part C

3,992
Children Served¹⁸

IDEA Part B, Sec. 619

4,246
Children Served¹⁹

Child and Dependent Care Tax Credit (CDCTC)

Through the tax code, the CDCTC helps parents with the cost of work-related child care expenses.

Learn more about CDCTC [here](#).

Early Care and Education (ECE) in Alabama Snapshot



Accessibility

Many families struggle to find the care they need.

- 60% of Alabama residents live in a "child care desert."²⁰
- Hispanic/Latino families are disproportionately represented among those who live in a "child care desert."²¹
- 2% of children under age 3 receive early intervention services.²²



Affordability

The cost of ECE is too expensive for many families.

- The annual price of center-based infant care is **\$7,800**, and home-based infant care is **\$7,280**.²³
- Families receiving a CCDBG subsidy pay between **\$144** and **\$184 per month** for one child in care.²⁴
- A two-parent household spends **8%** of their income on child care, while HHS defines spending over 7% to be a burden.²⁵



ECE Workforce

Early childhood educators have some of the lowest paying jobs in the United States, earning poverty-level wages.²⁶

- \$22,770 child care worker annual salary (\$10.95 per hour).²⁷



Program Quality

Program quality varies substantially across and within states.

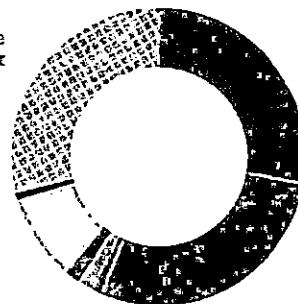
- Met 10/10 of NIEER's Quality Standards Benchmarks for state-funded pre-K programs. Only 5 states met all 10 benchmarks in 2022.²⁸
- 33% of children received developmental screenings at 9, 18, and 30 months in the past year.²⁹

For full sourcing information, visit [here](#).

Federal and State ECE Funding in Alabama

Federal funding is foundational to providing ECE.

state investment



\$156.8M • Head Start and Early Head Start³⁰

\$159.1M • CCDBG and Mandatory Funds³¹

\$6.7M • MIECHV³²

\$9.8M • IDEA Part C³³

\$8.8M • IDEA Part B, Sec. 619³⁴

\$59.4M • TANF Early Learning and Care Expenses³⁵

\$4M • PDG B-5³⁶

\$9.4M • State-Funded Pre-K³⁷

\$9.4M • CCDBG State Match³⁸

\$1.2M • PDG B-5 State Match³⁹

Alabama received an additional \$986M through COVID-19 relief.⁴⁰

Spotlight: ECE Successes in Alabama

COVID-19 Relief:

Throughout the pandemic, there was strong bipartisan support for federal relief funding to keep the child care sector afloat.

- As a result, **1,565** child care programs in Alabama received support, impacting up to **91,200** children.⁴¹
- These funds also allowed states to demonstrate what would be possible when equipped with additional resources. Funds have been used to support and stabilize the workforce through quarterly bonus payments. As of July 2022, the Alabama Department of Human Resources increased quarterly payments to \$3,000 for full-time early childhood workers and \$1,500 for part-time employees. Employees could receive up to 8 bonus payments.⁴²

Preschool Development Grant Birth Through Five (PDG B-5):

PDG B-5 is a competitive federal grant designed to improve states' early childhood systems. In their 2023 planning grant application, among other uses, Alabama noted that they would use funding to:

- **Improve coordination among existing programs**, including by providing opportunities for joint professional learning for teachers across elementary schools, Head Start, state-funded pre-K, and child care.
- **Maximize parent knowledge by supporting Talk With Me Baby/Read Right From the Start programs across settings**, and providing free developmental screenings for children.⁴³

DEMOGRAPHICS

VOICES FOR ALABAMA'S CHILDREN | 2022 County Data Profiles

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2000

2021

2000

2021

Total County Population	399,843	413,073		
County Child Population	121,942	30.50%	106,345	25.70%
By Age	Number	Percent	Number	Percent
Under Age 5	29,334	24.10%	26,272	24.70%
Ages 5-9	31,175	25.60%	26,475	24.90%
Ages 10-14	30,929	25.40%	27,466	25.80%
Ages 15-19	30,504	25.00%	26,132	24.60%

Diversity of Children

	Number	Percent	Number	Percent
White	66,065	54.20%	51,441	48.40%
African-American	49,616	40.70%	43,668	41.10%
American Indian/ Alaskan Native	942	0.80%	795	0.70%
Asian/Pacific Islander	1,893	1.60%	2,278	2.10%
More than One Race	1,548	1.30%	3,657	3.40%
Hispanic	1,700	1.40%	4,506	4.20%



RANK

43

Mobile

2000

2021

Pre-K Children

	Number	Number
Age 3	5,835	5,380
Age 4	5,802	5,170

HEALTH

NOTE: The colored cells for "ALL OTHER" represent the
health of "BLACK AND ALL OTHER" for this indicator

	YEAR	NUMBER	RATE	WHITE		BLACK		ALL OTHER		HISPANIC		RANKING YEAR	RANKING	TRENDING YEAR	TRENDING
				Number	Rate	Number	Rate	Number	Rate	Number	Rate				
Infant Mortality Rate (per 1,000)	Base	2010	43	7.5	14	4.6	29	12.2	0	0	0	0			
	Current	2020	43	8.1	19	7.5	24	10	0	0	0	0	2018-2020	41	2010-2020
Pre-Term Births to All Females	Base	2010	902	15.80%	408	13.50%	453	19.10%	23	16.20%	18	10.80%			
	Current	2020	830	15.70%	330	13.00%	452	18.80%	24	15.70%	24	11.60%			
Low-Weight Births, All Races	Base	2010	693	12.20%	279	9.20%	393	16.60%	13	9.20%	8	4.80%			
	Current	2020	670	12.60%	242	9.60%	394	16.40%	19	12.40%	15	7.20%	2018-2020	49	2010-2020
Births to Teens Aged 15-17 (per 1,000)	Base	2010	279	30.6	102	21.4	166	41.3	5	16.5	6	44.8			
	Current	2020	106	13.1	30	7.1	68	20.6	0	0	8	29.5	2018-2020	47	2010-2020
Births to Females Aged 10-19 (per 1,000)	Base	2010	829	28.5	350	23.7	450	36.5	12	8.9	17	24.5			
	Current	2020	372	14.4	118	9.2	228	21.7	7	4.5	19	19.2	2018-2020	31	2010-2020
Births to Unmarried Females Aged 10-19 (per 1,000)	Base	2010	732	12.80%	269	8.90%	439	18.50%	10	7.00%	14	8.40%			
	Current	2020	352	6.60%	102	4.00%	227	9.40%	7	4.60%	16	7.70%	2018-2020	31	2010-2020
Females Receiving Adequate/ Adequate Plus Prenatal Care	Base	2010	4,224	74.20%	2,290	76.00%	1,727	73.00%	102	71.80%	105	62.90%			
	Current	2020	3,848	73.90%	1,941	77.50%	1,674	71.40%	117	77.00%	116	56.90%	2018-2020	28	2010-2020
Mothers Who Breastfed	Base														
	Current	2020	3,768	71.10%	2,030	80.10%	1,456	60.60%	121	79.10%	161	77.80%			
Mothers Who Smoked During Pregnancy	Base														
	Current	2020	314	4.80%	201	6.10%			113	3.40%					
Diet-Related Deaths (per 100,000)	Base	2010	1,500	362.9	972	398	510	357.3	14	85.8	4	39.9			
	Current	2020	1,799	435.9	1073	462	683	457.7	31	164.4	12	97	2020	35	

Children Without Health Insurance

Number	3,516
Rate	3.40%

Adult Diabetes 2018

Rate	11.90%
Trend	49

Adult Obesity 2019

Rate	36.40%
Trend	27

Poor Mental Health Days 2019

Number	5.6
Trend	13

Ratio of Population to Mental Health Providers 2021

Ratio	936:1
Number	4,485

Children With Serious Emotional Disturbance Receiving MH Services 2021

Number	4,485
--------	-------

NOTE: The colored cells for "TWO OR MORE RACES" represent the heading of "ALL OTHER" for this indicator.

		YEAR	NUMBER	RATE	POVERTY	ABOVE POVERTY	WHITE*	BLACK*	HISPANIC*	ASIAN*	AMERICAN INDIAN*	NATIVE HAWAIIAN*	TWO/MORE RACES*	RANKING YEAR	RANKING
Births to Females with Less Than 12 Years of Education	Base	2010	1,329	23.30%			19.40%	26.90%	45.50%				19.70%		
	Current	2020	725	13.70%			11.40%	13.90%	44.70%				7.80%	2020	34
Aged 0-3 Receiving Early Intervention Services	Base	2011	578												
	Current	2021	570												
First Grade Retention	Base	2016-2017		0.30%											
	Current	2020-2021		5.90%	8.40%	2.40%	4.80%	6.60%	4.70%	3.50%	4.70%	0.00%	7.80%	2020-2021	35
ACAP-Fourth Grade English Language Arts (ELA)	Base														
	Current	2021-2022		49.80%	38.50%	63.70%	63.60%	37.80%	42.90%	65.60%	49.00%	0.00%	58.90%	2021-2022	36
ACAP-Fourth Grade Math	Base														
	Current	2021-2022		27.70%	16.60%	41.40%	42.40%	14.10%	25.90%	60.40%	31.40%	0.00%	28.60%	2021-2022	36
ACAP-Eighth Grade English Language Arts (ELA)	Base														
	Current	2021-2022		49.00%	37.80%	61.00%	62.00%	36.20%	44.20%	77.10%	53.80%	42.90%	61.90%	2021-2022	37
ACAP-Eighth Grade Math	Base														
	Current	2021-2022		14.10%	7.20%	21.30%	22.40%	5.30%	10.00%	42.90%	13.50%	0.00%	25.20%	2021-2022	32
Ninth Grade Retention	Base	2016-2017		3.80%											
	Current	2020-2021		21.10%	25.70%	14.80%	19.20%	22.90%	20.60%	25.90%	31.70%	25.00%	15.10%	2020-2021	61
Graduation Rate	Base	2019-2020		88%	83%	92%	87%	89%	86%	95%	89%	67%	93%		
	Current	2020-2021		88%	85%	91%	88%	86%	87%	94%	92%	60%	91%	2020-2021	55
High School Dropout Rate	Base	2016-2017		6.70%											
	Current	2020-2021		4.90%	5.50%	3.70%	5.30%	4.50%	7.30%	1.90%	2.00%	20.00%	5.00%	2020-2021	38
Suspensions	Base														
	Current	2020-2021		5.30%			4.50%	6.30%	3.40%	1.70%	6.90%	3.90%	4.80%		
Chronic Absenteeism (10-17 Days)	Base														
	Current	2020-2021		15.30%	17.90%	11.60%									
Chronic Absenteeism (18+ Days)	Base														
	Current	2020-2021		10.50%	14.20%	5.00%									
English Language Learners	Base	2016-2017***		1.70%	1.20%	2.20%	0.40%	0.30%	26.20%	18.00%	2.20%	24.00%	1.20%		
	Current	2020-2021***		3.20%	3.30%	3.00%	0.40%	0.70%	41.50%	30.40%	1.80%	26.10%	1.00%		
Homeless Students	Base	2019-2020		6.70%	12.20%	0.60%	4.40%	8.40%	13.20%	3.30%	6.30%	13.20%	4.90%		
	Current	2020-2021		4.20%	12.20%	0.60%	3.00%	5.20%	7.80%	1.90%	3.60%	8.70%	4.40%		
Teachers Teaching Out of Field	Base	2016-2017		7.40%											
	Current	2020-2021		9.80%											
Direct Certification	Base														
	Current	2020-2021		59.60%			37.80%	84.40%	54.40%						

NOTE: Please refer to the "Chart Notes" within the 2022 Alabama Kids Count Data Book for additional information concerning chart notes within this section.

Child Care Center Capacity	2022	Number of Early Head Start/ Head Start Classrooms: 2022	EHS	HS	TOTAL	Career and College Ready Index
Day Care	12,366		37	57	94	Base Year 2020
Night Care	926	Children Participating in First Class Pre-K; 2021-2022	Classrooms	Number	Percent	Current Year 2021
All Centers	13,292		123	1,937	35.10%	81.50%
Child Care Facilities	Jul-22	Average 11 th Grade ACT Scores	2020-2021		Per Pupil Expenditures* (Adjusted for Inflation)	Base Year FY2016
Total All Licensed	190	English			Dollars	Current Year FY2021
Center Based Licensed	128	Math				\$10,100
Center Based Exempt	48	Reading				\$10,800
Total All Child Care Facilities	238	Science				
		Composite				

LEGEND - FULL ETHNIC BREAKDOWN
 White | Black or African American | Hispanic/Latino | Asian | American
 Indian/Alaska Native | Native Hawaiian/Pacific Islander | Two or More Races

SAFETY

		YEAR	NUMBER	RATE	WHITE		BLACK		ALL OTHER		HISPANIC	RANKING YEAR	RANKING	TRENDING YEAR	TRENDING
					Number	Rate	Number	Rate	Number	Rate	Number				
Child in Home with Abuse	Base	2010	651	6.3											
	Current	2021	784	8.1								2019-2021	17		
Child in Home with Neglect	Base	2010	27	31.8	10	23.4	14	40.1	1	22.3	2	76.1			
	Current	2020	20	25	8	20.8	11	33.2	0	0	1	29.3	2018-2020	36	2010-2020
Child in Home with Neglect	Base	2010	14	45.9	5	32.1	8	62.5	1	73.2	0	0			
	Current	2020	12	47	2	15.4	10	98.3	0	0	0	0	2018-2020	18	2010-2020
Child in Home with Neglect	Base	2000	2,522	10.70%											
	Current	2016-2020	2,019	9.50%											
Child in Home with Neglect	Base	2011	527	11.3											
	Current	2021	222	5.1								2019-2021	46	2011-2021	1
Child in Home with Neglect	Base Year: 2014	Current Year: 2022	Base Year: 2014	Current Year: 2022	Total		Total		Total		Total		Base Year: 2004-2009	Current Year: 2010-2021	
	479	479	39	14			159		840		1,362		1,312		

ECONOMIC SECURITY

NOTE: Please refer to the "Chart Notes" under the education section for 2022 Alabama Kids Count Data Book for additional information concerning chart notes within the section.

		YEAR	NUMBER	RATE	WHITE		BLACK		ALL OTHER		HISPANIC	RANKING YEAR	RANKING	TRENDING YEAR	TRENDING
					Number	Rate	Number	Rate	Number	Rate	Number				
Persons Living in Poverty	Base	2000	72,549	18.50%	24,206	9.80%	45,092	34.40%	3,251	23.20%	803	18.80%			
	Current	2016-2020	72,677	17.90%	27,906	11.80%	39,817	27.20%	4,954	20.60%	3,218	27.50%	2016-2020	37	
Children in Poverty*	Base	2000	28,702	26.50%	6,894	11.70%	20,626	45.90%	1,182	26.30%	282	20.60%			
	Current	2016-2020	26,562	27.60%	7,482	15.50%	16,752	41.80%	2,328	29.60%	1,339	35.40%	2016-2020	37	
Children Under Age 3 in Poverty	Base	2000		29.70%											
	Current	2016-2020		31.50%											

NOTE: Please refer to the "Chart Pages" under the information column for the "Alabama Kids Count Data Book" for additional information on each chart and notes within the sections.

	YEAR	NUMBER	RATE	WHITE		BLACK		ALL OTHER		HISPANIC		RANKING YEAR	RANKING	TRENDING YEAR	TRENDING
				Number	Rate	Number	Rate	Number	Rate	Number	Rate				
Children Aged 3-11 in Poverty	Base	2000	28.00%												
	Current	2016-2020	27.70%												
Children Aged 12-17 in Poverty	Base	2000	22.10%												
	Current	2016-2020	24.30%												
Children in Extreme Poverty	Base	2000	14,261	13.10%								2016-2020	44		
	Current	2016-2020	13,466	14.00%											
Vulnerable Families	Base	2010		16.90%								2018-2020	40	2010-2020	
	Current	2020		6.90%											
Children Under 18 in Single-Parent Families	Base	2000	33,259	35.10%								2020	42		
	Current	2016-2020	34,793	35.90%											
Employed Mothers with Young Children	Base	2000	12,543	53.50%								2016-2020	39		
	Current	2016-2020	11,663	61.20%											
Children Receiving Child Care Subsidies (All Centers)	Base														
	Current	Jun-22	7,682	\$3,615,744											
Unemployment Rate	Base	2010	19,298	10.40%								2021	54		
	Current	2021	9,039	4.70%											
Median Household Income *Adjusted for Inflation	Base	2010*	\$47,183												
	Current	2020	\$50,871												
Medicaid Paid Births	Base	2010	3,469	61.20%	1,383	46.20%	1,876	79.30%	86	60.60%	124	75.20%			
	Current	2020	2,991	56.40%	975	38.40%	1,809	75.20%	77	51.70%	130	62.80%	2020	34	
Food Insecurity, All Ages	Base	2010	78,200	19.10%											
	Current	2020	65,050	15.70%								2020	28		
Food Insecurity, Children Under 18	Base	2010	24,670	24.10%											
	Current	2020	21,890	24.60%								2020	45		
WIC Cases Load, Average Monthly				SNAP Eligible All Ages				SNAP Eligible Children Under 20				SNAP Recipients All Ages			
Base Year: 2020		Current Year: 2021		Base Year: 2017***		Current Year: 2022***		Base Year: 2017		Current Year: 2022		Base Year: 2017**		Current Year: 2022	
11,821		11,272		81,573		70,707		44,475		37,718		81,402		71,347	

The way we refer to population sub-groups throughout the 2022 County Data Profile is intentional in order to be as accurate as possible in representing the data given to us.

Visit us at www.alavoices.org/alabama_kids_count.

Permission to use and copy as long as VOICES for Alabama's Children's 2022 Alabama Kids Count County Data Profiles is noted.

We thank our sponsors for their support and acknowledge that the findings and conclusions presented in the Alabama Kids Count Data Book are those of the author(s) alone and do not necessarily reflect the opinions of these foundations, organizations or individuals.

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ALABAMA



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MAY PETER J & DEBORAH A
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HENSON JAMES MICHAEL
5048 GOVERNMENT BLVD
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AGEE MARILYN
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MOBILE AL 36609

TAYLOR DARRICK
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MOBILE AL 36693

WALLEY EDWIN M & THERETHA M
WALLEY
3720 HOLLY RIDGE CIR
MOBILE AL 36693

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3709 HOLLY RIDGE CIR
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5020 GOVERNMENT BLVD
MOBILE AL 36693

WILLIAMSON AMBER C/O BLAKELY
DEVIN M
5040 GOVERNMENT BLVD
MOBILE AL 36693

CAMPBELL DONNY R SR & JACQUELYN
JONES-CAMPBELL
3813 LANSDOWNE CIR
MOBILE AL 36693

STALLWORTH MONICA C & MICHAEL C
STALLWORTH
3801 LANSDOWNE CIR
MOBILE AL 36693

BROWN KANDYSS & DARRIUS
POELLNITZ
3712 HOLLY RIDGE CIR
MOBILE AL 36693

WILLIAMS CARL O & GWENDOLYN S
3721 HOLLY RIDGE CIR
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3817 LANSDOWNE CIR
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MOBILE AL 36693

PAIGE DION KEITH
5044 GOVERNMENT BLVD
MOBILE AL 36693

BRANDON WINCE & CAROLL BRANDON
3809 LANSDOWNE CIR
MOBILE AL 36693

WINKLER RICHARD T SR & ROBERTA P
WINKLER TRUSTEES
3800 LANSDOWNE CIR
MOBILE AL 36693

CLAYBORN KATHY P
3716 HOLLY RIDGE CIR
MOBILE AL 36693

FLETCHER ROMONA D
3717 HOLLY RIDGE CIR
MOBILE AL 36693



Agenda Item # 7 ZON-CUP-002803

View additional details on this proposal and all application materials using the following link:

[Applicant Materials for Consideration](#)

DETAILS

Location:

5032 Government Boulevard

Property Owner:

Deborah May

Current Zoning:

R-1, Single-Family Residential Suburban

Future Land Use:

Low Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Conditional Use Permit to allow a home-based daycare for 10 children in an R-1, Single-Family Suburban District.

Commission Considerations:

1. To allow a home-based daycare for 10 children with four (4) conditions.

Report Contents:

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PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by single family residential units.

APPLICATION NUMBER	7	DATE	February 22, 2024
APPLICANT	Deborah May		
REQUEST	Conditional Use Permit		



SITE HISTORY

The site is part of the 95-lot Lansdowne Subdivision, Unit One, which was approved by the Planning Commission in January 1972 and subsequently recorded in Mobile County Probate Court.

At its July 1998 meeting, the Board of Zoning Adjustment denied a variance request to allow a home-based day care for 12 children. The Board denied a similar request for a home-based day care for 10 children at its August 2022 meeting. Staff does not find evidence that the denials were appealed.

STAFF COMMENTS

Engineering Comments:

No comments.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

The adopted fire code of the City of Mobile, International Fire Code 2021 Edition, defines a commercial day care as an I-4 occupancy -definition- buildings and structures occupied by more than five persons of any age who receive custodial care for less than 24 hours by persons other than parents or guardians; relatives by blood, marriage, or adoption; and in a place other than the home of the person cared for.

The adopted Fire Code states that all Group I occupancies require a sprinkler system to be installed.

There is an exception to this rule, which states that a sprinkler system is not required if the day care is at the level of exit discharge and where every room where care is provided has not fewer than one exterior exit door. This exception changes the occupancy classification to that of an E-day care facility.

Whether the classification is that of an I or E providing care for more than 5 children makes the facility a commercial business and will require building permits to meet all code requirements. A pre-development meeting is recommended to assist the owner in understanding what will be required to open such a facility inside a private residence.

Planning Comments:

The applicant is requesting a Conditional Use Permit to allow a home-based daycare for ten (10) children in an R-1, Single-Family Residential Suburban District. The applicant currently runs a home daycare at the subject site, but is limited to a maximum of 5 children. The applicant's narrative justifying the request can be viewed using the link on Page 1 of this report.

Home-based daycares are required to provide off-street parking spaces in the amount of two (2) per dwelling unit, one (1) per each employee who does not live at the location, and one (1) space for every three (3) children. The applicant does not indicate how many employees not living at the location will be working at the daycare. Furthermore, the site plan submitted does not depict any compliant parking spaces or maneuvering area, and it is unclear what site improvements currently exist as there are no labels. Aerial photos indicate there may be enough space for at least three (3) parking spaces, but a minimum of four (4) spaces are required for a 10-child daycare. This amount does not include the two (2) off-street parking spaces required for the dwelling or any employees. It should be noted that the site plan also does not illustrate any handicap accessible parking, which may be required by the Building Code. As such, if approved, a revised site plan should be required to illustrate parking and maneuvering sufficient to comply with the standards of Article 3, Section 64-3-12.A.3. of the UDC.

The applicant states in their application that the hours of operation of the daycare will be from 7:00 a.m. until 5:00 p.m., but does note that they are licensed to care for up to two (2) children after-hours, if needed. The applicant should be aware that, if approved, any changes to the hours of operation of the daycare may require additional Conditional Use Permit approval by the Planning Commission and City Council.

Home daycares require an enclosed outdoor play area, but, as mentioned, the site plan submitted does not label any existing site improvements, and no new site improvements appear to be proposed. As such, if approved, the site plan should be revised to illustrate a compliant outdoor play hour enclosed with a fence or wall that is at least four (4) feet in height.

Finally, it should be noted that, if approved, the daycare will be required to comply with the standards of the Building, Plumbing, Electrical, and Mechanical Codes for commercial daycares, in addition to Fire and Health Department Requirements, with all appropriate permits and inspections.

CONDITIONAL USE PERMIT CONSIDERATIONS

Standards of Review:

Conditional Use Permits (CUPs) are required for certain uses in the Use Table (Table 64-2-24.1). These uses may have some special impact which differs from the potential impacts of permitted uses, such as exceeding permitted uses in intensity, or have unique requirements specified for compliance in the Unified Development Code (UDC).

Article 5, Section 6-E. of the Unified Development Codes states the City Council shall not approve an Application for Conditional Use Permit unless the proposed use:

1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:
 - (a) The location, type and height of buildings or structures;
 - (b) The type and extent of landscaping and screening;
 - (c) Lighting;
 - (d) Hours of operation; and
 - (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.
11. Criteria by Use. The Planning Commission and City Council shall give careful consideration to the warrants and criteria set forth in this section in judging applications for Conditional Use Permits involving the following uses. In considering a Conditional Use Permit, the Planning Commission and City Council may attach such reasonable conditions and safeguards in addition to those set forth in this section, as they may deem necessary to implement the purposes of this Chapter.

In addition to the general standards of review above, there are criteria specific to home-based daycares with between 7-12 children, which include:

- (1) All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the ~~parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with~~ the size, location, and other specification requirements set forth in Section 64-3-12.
- (2) The following minimum amount of off-street parking must be provided:
 - a. The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
 - b. One (1) space for each employee who is not a full-time permanent resident of the home; plus
 - c. One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.
- (3) The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required by applicable regulations of the Department of Human Resources.

- (4) The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required by applicable regulations of the Department of Human Resources.
- (5) The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height.
- (6) The home must be the primary residence of the operator of the daycare.

Considerations:

Based on the requested Conditional Use Permit application, if the Commission and City Council consider approval of the request, the following Findings of Fact must be present. The application:

1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:
 - (a) The location, type and height of buildings or structures;
 - (b) The type and extent of landscaping and screening;
 - (c) Lighting;
 - (d) Hours of operation; and
 - (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

If the application is considered for approval, it should be subject to the following conditions:

- 1) Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
- 2) Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
- 3) Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
- 4) Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

LOCATOR ZONING MAP

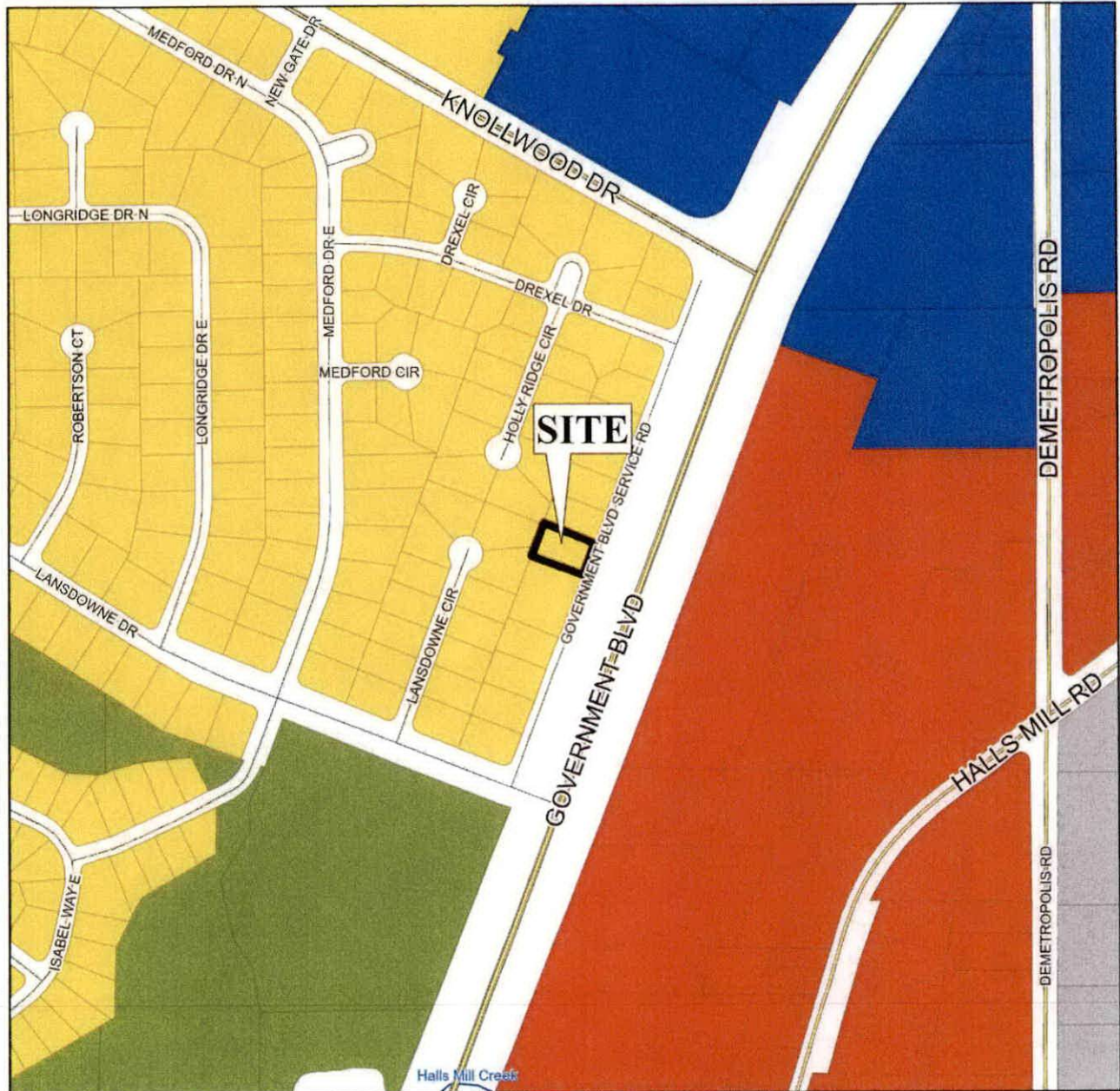


APPLICATION NUMBER	7	DATE	February 22, 2024
APPLICANT	Deborah May		
REQUEST	Conditional Use Permit		



NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE February 22, 2024

APPLICANT Deborah May

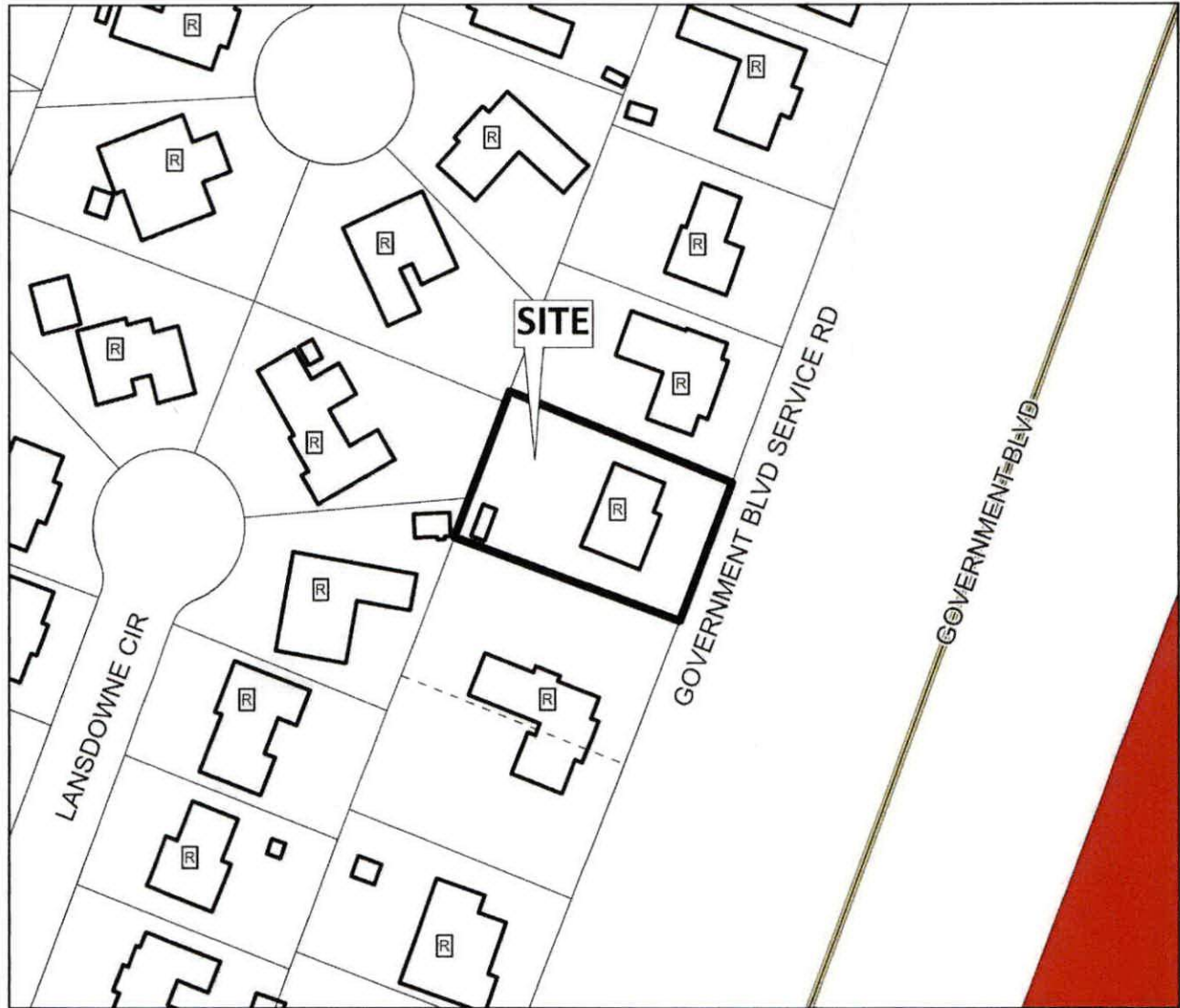
REQUEST Conditional Use Permit

- | | | | |
|---|--|--|--|
| Low Density Residential | Neighborhood Center - Traditional | Downtown Waterfront | Parks & Open Space |
| Mixed Density Residential | Neighborhood Center - Suburban | Light Industry | Water Dependent |
| Downtown | Traditional Corridor | Heavy Industry | |
| District Center | Mixed Commercial Corridor | Institutional | |



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by single family residential units.

APPLICATION NUMBER 7 DATE February 22, 2024

APPLICANT Deborah May

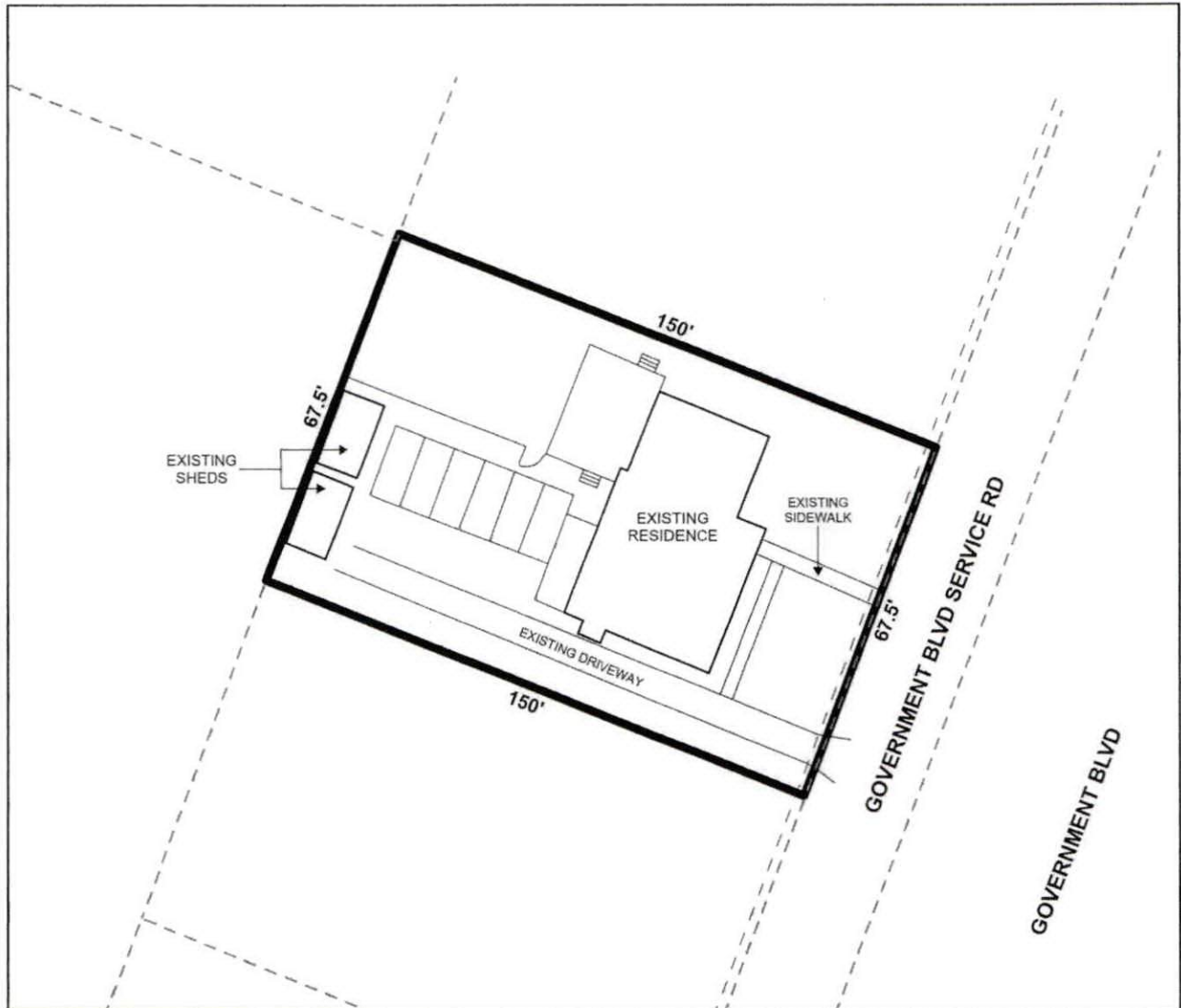
REQUEST Conditional Use Permit

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	



NTS

SITE PLAN



The site plan illustrates an existing residence proposed to be used as a daycare facility.

APPLICATION NUMBER 7 DATE February 22, 2024

APPLICANT Deborah May

REQUEST Conditional Use Permit



ZONING DISTRICT CORRESPONDENCE MATRIX															
		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A														
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- Directly Related
- Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

Notice of Public Hearing for a Conditional Use Permit
for Property Located at 5032 Government Boulevard

Pursuant to Resolution of the Mobile, Alabama City Council adopted **March 19, 2024**, a public hearing will be held on the **16th** day of **April, 2024**, at 10:30 a.m., to consider adoption of an ordinance for a Conditional Use Permit to allow a home-based daycare for 10 children in an R-1, Sing-Family Residential Suburban District, for property located at 5032 Government Boulevard.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Conditional Use Permit application was filed on January 11, 2024 to allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District located at 5032 Government Boulevard and described as follows:

LOT 7, LANSLOWNE SUBDIVISION, UNIT ONE AS RECORDED IN MAP BOOK 21, PAGE 90 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, STATE OF ALABAMA.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on February 22, 2024 and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) The applicable development standards; and
 - (b) The applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood; and
3. Will not impede the orderly development and improvement of surrounding property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Musco Sports Lighting LLC for new LED lighting equipment for Copeland Cox Tennis Center.
CIP equipment

Amount of Contract:

\$548,000.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20240408 Musco Agenda Package POs	Cover Memo	4/8/2024

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	4/11/2024 - 12:36 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>6239</u>	2024	(3032) ARCHITECTURAL ENGINEERING	NEW LED LIGHTING EQUIPMENT FOR COPELAND COX TENNIS CENTER (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$548,000.00	(<u>278697</u>) <u>MUSCO SPORTS</u> <u>LIGHTING LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006239-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor MUSCO SPORTS LIGHTING LLC 100 1ST AVENUE WEST OSKALOOSA, IA 52577 Tel#800-808-6020 Fax 641-672-4740	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608
---	--

Delivery Reference
BRENDA PARKER

Deliver To
TENNIS CENTER
851 GAILLARD DRIVE

MOBILE, AL 36608
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/07/24	278697				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

AS PER YOUR QUOTE AND PROJECT NUMBER 228435 AND SOURCEWELL CONTRACT
041123-MSL MASTER PROJECT 199030

001	SAM.GOV HAS NO LISTING SPORTSCLUSTER SYSTEM WITH TOTAL LIGHT CONTROL-TLC FOR LED TECHNOLOGY (BASE BID- COURTS 39-60)	1.00 EACH	324000.00000	324000.00
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1	2000.80.00.0000.0000.0000.0000.47010. E C0943 .CAPEQUIPMT.			324000.00
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Ship To
TENNIS CENTER
851 GAILLARD DRIVE
MOBILE, AL 36608
Delivery Reference
BRENDA PARKER

Deliver To
TENNIS CENTER
851 GAILLARD DRIVE
MOBILE, AL 36608
Delivery Reference
BRENDA PARKER

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006239-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor MUSCO SPORTS LIGHTING LLC 100 1ST AVENUE WEST OSKALOOSA, IA 52577 Tel#800-808-6020 Fax 641-672-4740	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRENDA PARKER Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/07/24	278697				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
002	SPORTSCLUSTER SYSTEM WITH TOTAL LIGHT CONTROL-TLC FOR LED TECHNOLOGY (ALTERNATE 1)-COURTS 35-38	1.00 EACH	65000.00000	65000.00

1	2000.80.00.0000.0000.0000.0000.47010. E C0943 .CAPEQUIPMT.			65000.00
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Ship To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 BRENDA PARKER

Deliver To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 BRENDA PARKER

003	LIGHT-STRUCTURE SYSTEM WITH TOTAL LIGHT CONTROL-TLC FOR LED TECHNOLOGY (ALTERNATE 2)-COURTS 1-8 INCLUDES NEW POLES	1.00 EACH	159000.00000	159000.00
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Additional Description Notes

 PER YOUR QUOTE DATED 12/20/23,
 MUSCO PROJECT#228435

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006239-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Approved	Page 3
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Vendor MUSCO SPORTS LIGHTING LLC 100 1ST AVENUE WEST OSKALOOSA, IA 52577 Tel#800-808-6020 Fax 641-672-4740	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRENDA PARKER Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/07/24	278697				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
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FOR QUESTIONS OR CONCERNS CONTACT S. MCINTYRE @251.208.7635

1	2000.80.00.0000.0000.0000.0000.47010. E C0943 .CAPEQUIPMT.			159000.00
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Ship To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 BRENDA PARKER

Deliver To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 BRENDA PARKER

Requisition Link

Requisition Total	548000.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0943 .CAPEQUIPMT.	548000.00	2000.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.		

**Solicitation Number: RFP #041123****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Musco Sports Lighting, LLC, 100 1st Ave West, Oskaloosa, IA 52577** (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Sports Lighting Solutions with Related Technology, Equipment, and Services** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires **June 16, 2027**, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, in reference to Table 13, Question 68 of Supplier's attached response, the negotiated

administrative fee Supplier will pay to Sourcewell on all Equipment, Products, and Services provided to Participating Entities, is eight tenths of one percent (0.8%). The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, 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. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

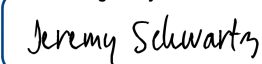
R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

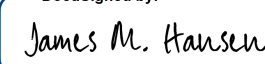
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell
DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 6/16/2023 | 2:10 PM CDT

Musco Sports Lighting, LLC
DocuSigned by:

By: 05A9E224EF374DF...
James M. Hansen
Title: Secretary
Date: 6/23/2023 | 2:36 PM CDT

Approved:

DocuSigned by:

By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
Date: 6/23/2023 | 2:44 PM CDT

RFP 041123 - Sports Lighting Solutions with Related Technology, Equipment, and Services

Vendor Details

Company Name: Musco Sports Lighting, LLC
Address: 100 1st Ave West
PO Box 808
Oskaloosa, IA 52577
Contact: Amanda Hudnut
Email: musco.contracts@musco.com
Phone: 800-825-6030
Fax: 641-672-1996
HST#: 42-1511754

Submission Details

Created On: Tuesday February 21, 2023 07:22:41
Submitted On: Monday April 10, 2023 10:57:03
Submitted By: Jim Hansen
Email: jim.hansen@musco.com
Transaction #: 644e37be-1ebc-43b3-9b63-5a4fe7708b28
Submitter's IP Address: 216.248.100.66

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Musco Sports Lighting, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE/NCAGE # OA9T7 SAM # WJHFQRT17GC5	*
5	Proposer Physical Address:	100 1st Ave West PO Box 808 Oskaloosa, IA 52577	*
6	Proposer website address (or addresses):	www.musco.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	James M. Hansen Secretary Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Taylor Knoot Cooperative Contract Specialist Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chris Hailey Market Development Manager Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1976, Musco Sports Lighting has specialized in the design of and manufacture of sports and transportation/infrastructure lighting solutions around the world. Musco's mission has been to provide sports field and transportation/infrastructure lighting solutions for public and private entities throughout the United States of America and internationally. Built on a foundation of responsibility to the needs of everything being impacted, Musco's solutions have illuminated everything from neighborhood ballfields; to major stadiums and arenas; to airports, rail yards, industrial sites, container terminals, and ports; to iconic landmarks and the Olympic Games. Musco has been the industry leader in developing lighting solutions that provide high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry. Throughout the history of Musco, we have had the pleasure of being the recipient of an Academy Award®, Emmy® Award and the Paul Waterbury Award for Excellence for Outdoor Lighting. Musco has also developed partnerships with organizations such as National Recreation & Park Association, Little League Baseball and Softball, Major League Baseball, the United States Soccer Foundation and The Honey Bear Project (HBCU), to name a few. Musco has offices and manufacturing facilities in Oskaloosa, Muscatine and Urbandale, Iowa. We have a workforce of approximately 1,300 Team Members located in these facilities and regional sales offices conveniently located around the United States of America. In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally. Musco Sports Lighting, LLC has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive nightly testing is done to assure customer's control systems are operating properly and field operations are constantly monitored. Along with our Lighting Services and Control-Link Central™ Teams, we have a fully staffed group of internal experts including but not limited to Sales Representatives, Regional Sales Associates, Service Representatives, Part Representatives, Project Coordinators, Schedulers, and Engineers. We will ensure your project flows smoothly and you get the results you expect.	*
11	What are your company's expectations in the event of an award?	Musco has been a Sourcewell awarded vendor for going on 9 years. We look forward to continuing the growth and educating eligible members, current members and our Musco Sales Team Members on the benefits of Sourcewell.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see uploaded letter from Wells Fargo Bank, N.A. & Travelers Casualty and Surety Company of America. Also included is a copy of our current insurance certificate.	*
13	What is your US market share for the solutions that you are proposing?	Musco's sports lighting systems & solutions make up approximately 80% of the US market share.	*
14	What is your Canadian market share for the solutions that you are proposing?	Musco's sports lighting systems & solutions make up approximately 50% of the Canadian market share.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Musco Sports Lighting, LLC has not been the subject to any voluntary or involuntary bankruptcy, insolvency or receivership proceedings.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Musco Sports Lighting, LLC is a manufacturer of sports and transportation/infrastructure lighting solutions. Musco has a sales force of over 100 dedicated Team Members throughout the United States & Canada. Musco has sales offices conveniently located around the United States of America. These Team Members are employed by Musco.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. We comply with applicable federal, state, local and industry laws for each purchasing customer. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co. Please reference the uploaded Musco Contractor License information. As a General Contractor, Musco selects and contracts with local subcontractor organizations that meet our quality standards and can fulfill our time constraints to perform the type of work outlined in this RFP. Musco does obtain license verification and insurance certificate for all subcontractors who work with us.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Musco Sports Lighting, LLC has not been the subject of any suspension or disbarments.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	During Musco's 46 years in the sports lighting industry, Musco & our Team Members have received quite a few awards and recognitions. Below is a listing of several recent awards & recognitions along with our more notable ones from years past. American Marketing Association Iowa Nova Award for Public Relations Best of Category for Field of Dreams with MLB (2022) Eric O'Brien Commercial Award (Mike Berry, MA) from The New England Park Association (2021) NIAAA Distinguished Service to Athletic Administration (Dina Neeley, NC) from the North Carolina Athletic Directors Association (2018) David Lose Partnership Award (Curt Mickey, KY) from the Kentucky Recreation and Park Society (2018) Emmy® Award from the Academy of Television Arts & Sciences® for lighting ESPN's telecast for the Winter X-Games (2012) Paul Waterbury Award of Excellence for Outdoor lighting from the Illuminating Engineering Society for the innovative lighting design at Charlotte Motor Speedway (1993) Scientific and Engineering Award from the Academy of Motion Picture of Arts and Services® (1985) Emmy® Award from the Academy of Television Arts & Sciences® for lighting NCAA football telecasts (1982)	*
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 41% of Musco's current national sales are to the government sector.	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 52% of Musco's current national sales are to the education sector.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco is an awarded vendor on several national and regional cooperative purchasing contracts. Please see the uploaded document titled "Musco Cooperative Information" for a summary of the cooperative and approximate sales for 2020, 2021, and 2022.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco Sports Lighting, LLC currently does not hold any GSA contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Fairfax County Park Authority	Paul Shirey	703-324-8738	*
Denver Public Schools	Josh Griesbach	720-423-1913	*
University of Iowa	Laura Hawks	319-467-1626	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Education	Education	Florida - FL	Materials & install	Approx. \$500K	Approx. \$10.8M	*
Education	Education	Arizona - AZ	Materials	Approx. \$750K	Approx. \$6.8M	*
Government	Government	Florida - FL	Materials & install	Approx. \$1.7M	Approx. \$6.7M	*
Government	Government	Texas - TX	Materials & install	Approx. \$900K	Approx. \$6.3M	*
Education	Education	Texas - TX	Materials & install	Approx. \$400K	Approx. \$5.9M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Musco has a sales force of over 100 dedicated Sales Team Members throughout the United States & Canada. These Team Members are employed by Musco. Musco has offices and manufacturing facilities in Oskaloosa, Muscatine and Urbandale, Iowa. We have a workforce of approximately 1,300 Team Members located in these facilities and regional sales offices conveniently located around the United States of America. In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally.	*
27	Dealer network or other distribution methods.	Musco Sports Lighting, LLC has no agents or dealers authorized to represent the company. Musco's custom designed, engineered to order lighting systems must be purchased directly from the company.	*
28	Service force.	Musco has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer's control systems are operating properly and field operations are constantly monitored.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders will be handled by our Musco employed Sales Team.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Musco has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer's control systems are operating properly and field operations are constantly monitored. Musco's Warranty Department will make arrangements with the specified project contact to identify & rectify the situation in an appropriate time frame. If needed, Musco has the ability to hire a local electrical contractor to perform any immediate warranty needs. Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria during the warranty period up to 25 years (depending on product). Musco products are guaranteed to perform for the as detailed in our warranty documents.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Musco Sports Lighting, LLC will be able to fully serve all Sourcewell Members throughout the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Musco Sports Lighting, LLC will be able to fully serve all Sourcewell Members through the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Musco has no specific requirements or restrictions which apply to Sourcewell Members located off shores.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Musco Sports Lighting, LLC has several brochures available to market our product to Sourcewell Members. A sampling of what we can supply is listed below, included in our catalog and attached. • World Class Leaders • We Make it Happen • Always Ready to Play brochure • Total Light Control – TLC for LED™ brochure • Retrofit Lighting Solutions brochure • Musco Control Solutions Musco Sports Lighting, LLC markets our products through tradeshow, conventions, direct mail and advertising. Musco does targeted, personalized marketing promotions to specific customer groups and would be able to provide information on Sourcewell as appropriate in those promotions.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Musco regularly provides updates about our Team, product, services and projects via our web site & social media accounts (Twitter, Facebook, Instagram, YouTube & LinkedIn). In addition, our Sales Team each have Twitter and/or LinkedIn that they post updates to on a regular basis.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Musco anticipates that Sourcewell would promote Musco's solutions and services via their web site, social media, tradeshow and publications. Our USA & Canada Sales Team will promote Sourcewell by informing qualified customers of this available resource for their use in purchasing Musco's solutions.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to Musco's custom designed, engineered to order lighting systems, our products and services are not available through any e-procurement ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Musco includes training with the purchase of our solutions. During the sales process, Musco's Sales Team will provide education on sports lighting, Musco's products and services as well as applicable governing bodies standards. Once installation of the Musco lighting system is completed, Musco's Sales Team and/or Project Manager will complete an overview of the lighting system and complete final light level evaluations. They will then assist in arranging a more in-depth training with our Control-Link Central™ Team. Musco's Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training.
41	Describe any technological advances that your proposed products or services offer.	At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings. Musco's Light-Structure System™ has delivered long-term performance for thousands of customers around the world. Lights, structures, and electrical components are engineered to work together. This assures the designed lighting gets in the place and stays there over the life of the system, while also maintaining and protecting the operating environment so the components continue to function. We have included features like easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the LED's sensitive electronic components. For over a decade, the Musco Team has been testing the LED light source and applying it on projects where it was the best choice. We have researched LED's distinctive challenges and advantages and applied our knowledge of light control to the unique characteristics of the diode, assuring the quality of lighting for which Musco is known. We have paired our expertise in controlling light with the advancing output of LED to the point that we are confident it's a cost-effective option to consider for recreational facilities. Musco creates controlled light, not floodlights. LED brings many benefits and new opportunities, but it's a tool, not a solution. Controlling LED's intense light is challenging. But with Total Light Control – TLC for LED®, we are able to achieve things never before possible – from pinpoint precision to instant on/off, to varying light levels for different needs and sport presentation theatrics (choreographed light & music shows). With the ever-evolving sports and recreation landscape Musco continues to push boundaries in the marketplace. The key issue in sports lighting haven't changed: generating light, projecting it onto the target, keeping it out of the neighborhood and night sky, and creating an operating environment that allows it to last in real world conditions. Musco is able to carve out the area to be lighted and dramatically cut off any impact on the surrounding area. We use more of the light produced by the fixture, lose less light, and don't abuse the neighborhood. With cities and recreational needs growing faster than ever, it's critical to maximize the available resources and make solid decisions about managing and expanding facilities. The Control-Link® System is a reliable, cost-effective control system that helps control, monitor, and manage recreation facility lighting. It can control existing lighting systems and other electrically operated equipment. Whether for new lighting systems or to upgrade existing lights, the Control-Link® system includes our Control-Link Central™ team, the on-site Control-Link® equipment, and an industry-leading warranty. Our exclusive Control-Link Central™ team is staffed 24/7 to assist with your scheduling and reporting needs. Musco's Light-Structure System™ with Total Light Control – TLC for LED® is backed by an industry-leading 25-year warranty. Musco's Constant 25™ Product Assurance & Warranty program covers all materials and labor to maintain operation of its lighting system to original design criteria for 25 years.

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Musco is committed to excellence and leadership in the protection of the environment, and the implementation of sustainable guidelines. We minimize the emissions to air, water, and land through programs to reduce pollution at its source and will conserve energy through the use of energy efficient lighting systems. Product: • Musco's Green Generation Lighting® (HID) and TLC for LED® technology are 30 to 80 percent more energy efficient than traditional lighting equipment. • Customized optics direct light onto the desired surface, reducing wasted light into the surrounding area. • Control-Link® system provides remote on/off control, allowing customers to schedule our light systems to help maximize energy efficiency. • Eases pollution by eliminating or reducing the use of hazardous substances and reducing greenhouse gas emissions. Manufacturing: • On-site waste management includes recycling manufacturing scrap materials, wooden skids, paper and other packaging materials. • Packaging of our Light-Structure System™ contains between 30 to 50 percent recycled material. • Reusable packaging is used to move components from original fabrication through the complete manufacturing process. • During the spot maintenance and complete system lamping provided by Musco, all HID lamps are recycled to salvage both the mercury and glass. • Reuse water during the manufacturing process and conserve water when possible. Office: • Electronic components that are not re-usable due to equipment failure or are below minimum requirements are recycled through and E-Waste Facility. • Use geothermal heating and air conditioning to minimize energy consumption. • Our facilities have automatic toilets and faucets to minimize water usage.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Musco currently does not hold any third-party issued eco-labels, ratings or certifications for our products. With sports lighting being a small piece of the U.S. lighting marketplace, categories just don't exist for this type of product. Musco has been the industry leader in developing lighting solutions that provides high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Musco Sports Lighting, LLC is not a Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Musco Sports Lighting provides a custom designed, engineered to order lighting systems, from foundation to pole top that operates as a complete system. The lighting system comes with our Constant 25™ or Constant 10™ Product Assurance & Warranty Program. Musco's Constant 25™ or Constant 10™ not only covers your product for 25 or 10 years, it guarantees that your light levels will not drop below the designed performance for the warranty period. Musco also includes our Control-Link® system that provides the customer assurance their system will be maintained by Musco for the warranted period. At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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46	Do your warranties cover all products, parts, and labor?	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents. Musco shall monitor the performance of the lighting system on/off status, hours of usage, and luminaire outage. If outages that affect playability are detected, Musco will contact you and proactively dispatch technicians. To assist with the determination of repairs, Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality. The only requirement Musco has is the customer agrees to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric enclosure, which is located 10-12 feet above grade and is reachable by a ladder. Musco will replenish spare fuses as needed. Under the Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program, Musco pays any upfront cost for shipping cost, installation cost, and any associated rental equipment cost & disposal cost for the replaced equipment. Musco has a team of 170+ Team Members to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our warranty. Please check out this YouTube video showcasing our Support Services and Warranty. https://www.youtube.com/watch?v=oxH00ofzSJA. This link is also included on the uploaded "Musco Solutions and Testimonial videos" document that has been uploaded.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There is no hour usage restriction for our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program, but we do ask for expected usage hours to meet design criteria of the project.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, the Musco Constant 25™ and Musco Constant 10™ Product Assurance & Warranty Program covers the technicians travel time and mileage to perform any warranty repairs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Musco will be able to cover all geographic regions of the United States & Canada with our Lighting Services Team that is comprised of 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Musco's Warranty Department will make arrangements with the specified project contact to identify & rectify the situation in an appropriate time frame. If needed, Musco has the ability to hire a local electrical contractor to perform any immediate warranty needs. Our Control-Link Central™ service center is staffed 24/7/365 with Musco employed trained operators (Team Members) who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer's control systems are operating properly and field operations are constantly monitored. As we have heard several of our customers say, "Musco often is calling me to schedule a repair before I even know I had a problem."	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, items included in the scope of Musco sports lighting design, Musco will cover warranty service for those items.	*
51	What are your proposed exchange and return programs and policies?	Due to Musco's lighting solutions being custom designed, engineered to order we do not have an exchange and return program. Any defective on arrival product or repairs are covered by Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program.	*
52	Describe any service contract options for the items included in your proposal.	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents. Under the Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Musco's payment terms are Net 30. Payments not paid when due are subject to a carrying charge for each month past due or will be pro-rated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one- and one-half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Musco Finance™ was established in 2006, it provides competitive financing solutions that enable customers to realize the benefits of Musco products and services. Hundreds of customers have used these solutions to complete their lighting projects. Musco Finance™ has provided budget-accommodating financing for governmental, commercial, and not-for-profit entities throughout the United States of America. The municipal lease-purchase program, offered by Musco Finance™ provides the funding opportunity many public entities need for facility improvements such as sports lighting. The program provides a flexible, cost-effective means of funding essential renovations and, in many areas, may eliminate much of the time and expense associated with selling bonds for a project. A know set expense can be budgeted annually, freeing you from budget uncertainties and lowering cash flow impact.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Due to Musco's custom designed, engineered to order solutions our documents are tailored to the project and customer needs. Please see attached sample quote and invoice.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Musco Sports Lighting, LLC currently does not accept P-card procurement cards.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Musco Sports Lighting provides a custom designed, engineered to order lighting system, pricing is based per the RFP. This price list should not be considered complete and exhaustive due to the nature of each project being a unique, custom design build situation. Extreme spill and glare concerns, pole locations, and wind zone variance may affect price. RFP quoted pricing is for the most common field designs based on structural code and utilizing IBC 2018, 110 mph, Exposure C. Installations services are available on a per project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount from list prices for materials offered under this RFP is 5%. The attached price list already takes into account the 5% discount for the materials.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	As Musco is a custom designed, engineered to order lighting system, there is no quantity or volume discounts available.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Musco Sports Lighting, LLC will work with the Sourcwell member regarding pricing and delivery of any open market, sourced and/or non-standard options which would be desired by the Sourcwell member. Musco and the Sourcwell member will agree upon a desired outcome and reflect this in the customer quote for use in issuing a purchase order.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	As Musco is a custom designed, engineered to order lighting system, pricing is based per the RFP. The pricing can also include equipment installation. Labor and materials for the complete installation include, foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index. If the construction project requires, Musco offers pre-shipment of the precast concrete bases. The additional cost for the pre-shipment of the precast concrete bases will vary depending on the location of the lighting project.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Musco's pricing includes delivery within the State of Minnesota to the job site and are for lighting systems materials only. Additional freight cost may be incurred outside the State of Minnesota.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Musco has no specific requirements in regard to Alaska, Hawaii, Canada, or any offshore delivery.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Musco Sports Lighting offers custom designed, engineered to order lighting systems. Products are directly purchased from the company as we have no agents or authorized dealers. When you purchase a Musco Solution, it is delivered from our dedicated transportation company with Musco Lighting signage on the trucks.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	A self-audit process is in place specifically intended to verify compliance of cooperative purchasing contracts. - Sales Administrator pulls monthly contract sales report for the cooperative purchasing contract and its associated fee for that time period. - Each contract project PO is checked and validated that it is an awarded contract purchase - Project awarded contract fee is validated as correct - When validation complete, report sent to cooperative purchasing organization - As a checks & balance process, Cooperative Contract Specialist pulls a Method of Purchase by type report on a quarterly basis and a comparison is done with quarterly contract sales reports to ensure totals for an awarded contract matches on both reports - Invoice documents for projects of a contract member are available for review upon request
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	On a monthly basis, Musco is looking at the total number of projects sold & how they breakdown by method of purchase (bid, competitive negotiation, cooperative purchase & direct purchase). Several times during the year, we break down the method of purchase by each cooperative purchase contract. These numbers are compared to the previous timeframes and evaluated.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Musco Sports Lighting, LLC proposes a 0.75% administrative fee calculated as a percentage of the customer contract sales price.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Light-Structure System™ lighting with Total Light Control – TLC for LED™ technology is for new outdoor lighting applications. It is engineered as a 5 Easy Pieces™ complete system from foundation to poletop designed to a customer's needs. Lights, structures, and electrical components are engineered to work together. This ensures the designed lighting gets in place and stays there over the life of the system, while also maintaining and protecting the operation environment so the components continue to function. We've included features like factory aimed luminaires, easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the lighting system. Musco's Light-Structure System™ is engineered as a complete system including the precast concrete base, galvanized steel pole, electrical components enclosure, wire harness and poletop luminaire assembly. This allows for installation ease and reduced time and expense. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise light control therefore dramatically reducing glare and spill. Our unique heat sink has convective air-cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 25™ product assurance and warranty program. SportsCluster® lighting system with Total Light Control – TLC for LED™ or Total Light Control – TLC for LED™ Retrofit System technology is for outdoor and indoor lighting applications. It is a modular photometric unit, factory aimed and tested, to interface with a customer's existing structures, making an easy retrofit lighting solution. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise light control therefore dramatically reducing glare and spill. Our unique heat sink has convective air-cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 10™ product assurance and warranty program,

		contingent upon Musco's inspection and approval of existing structure and electrical wiring. Control-Link® control and monitoring system offers efficient, cost-effective tools that are both cutting-edge and simple to use. Musco will have your back 24/7/365 to ensure your lights are only on when needed, keeping neighbors and taxpayers happy. Because more than anything, it's about peace of mind. The Control-Link® system provides comprehensive scheduling assistance, system monitoring, secure password-protected access, automated equipment controls, and valuable usage data. Show-Light® entertainment services provide a cost-effective way for you to bring professional light shows to your facility. From pre-game introductions to halftime shows, to celebrating big plays and big wins, this special effect lighting will energize players and fans and take your game atmosphere to a new level. Special effects light shows aren't just for the pros anymore. Musco's Show-Light® technology utilizes instant on/off and the advanced control capabilities of LED, is easy to use, and delivers both predesigned and customized light shows. Show-Light® entertainment services can also tap into advanced customization capabilities and more complex light shows that incorporate music along with the special effects lighting. Musco is not responsible for obtaining rights to or any cost associated with music licenses. Mini-Pitch System™ modular sports solution has an innovative, all-in-one design to help communities create fun and active play spaces by revitalizing public areas. Created to assist the U.S. Soccer Foundation in providing safer places to play the game, the Mini-Pitch System™ solution is ideal for transforming abandoned courts and other underutilized areas into places where children and families can come together in the spirit of teamwork, empowerment, and physical activity. It comes as a modular system complete with lighting, fencing, goals, benches, ADA-compliant access, and lockable storage. MuscoVision® video system is a complete automated sports broadcasting solution that includes camera equipment, networking, streaming services, broadcast production, and distribution for watching various sporting events on a variety of platforms. It includes automated camera switching and game tracking for an enhanced broadcast experience. Also, it includes active game detection for ease of scheduling utilizing the same toolset used to schedule lighting. The customer must provide their own internet connection, install our MuscoVision® video system equipment, and set a broadcast schedule in Musco's Control-Link® control system. Musco does the rest! Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria of the warranty period up to 25 years (depending on product). Musco products are guaranteed to perform for the as detailed in our warranty documents. Installation services are available on a per-project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including but not limited to foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The scope of work of the RFP covers Musco products and services. Musco has no additional subcategories to suggest. Below is a list of keywords that best describe Musco's product and services. sports lighting, lighting, Musco, Musco Lighting, LED, lamp, football lighting, baseball lighting, field lighting, LED lighting, fixtures, flood lighting, flood light, parking lighting, softball lighting, light poles, light pole, soccer lighting, tennis lighting, aviation lighting, port lighting, temporary lighting, basketball lighting, arena lighting, apron lighting, rail lighting, automated broadcasting, light show, futsal, MUGA, camera, video, AV, entertainment, DMX	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Indoor, outdoor, fixed, or portable sports related lighting solutions;	☒ Yes ☐ No	Musco Sports Lighting, LLC is offering indoor, outdoor, fixed, or portable sports related lighting solutions within our proposal.	*
72	Technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in Line 71 above.	☒ Yes ☐ No	Musco Sports Lighting, LLC is offering technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in Line 71 above within our proposal.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
73	Describe your process for evaluating on-field and off-site glare for your sports lighting products, both pre-installation and post-installation.	On-field – Musco's goal is to have no more than 500 candela at the home plate location while looking at the outfield poles. Similarly, our outfield positions will have no more than 500 candela while looking at the infield poles. Off-site – Musco strives to achieve candela equal to or less than 7,500 candela at 150' perimeter around the field. Candela is measured at 5' above grade at 150' perimeter.	*
74	Describe the average life span of your sports lighting system.	In 2005, Musco started our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Programs (coverage depends on the lighting system and the original design criteria). Musco has several lighting systems that are over 35 years old that are still in operation today.	

75	Discuss your proposed product line in terms of sustainability and recycling.	Musco is committed to excellence and leadership in the protection of the environment, and the implementation of sustainable guidelines. The reduction of waste and emissions, to an absolute minimum, is our policy. We will minimize the emissions to air, water, and land through programs to reduce pollution prevention at its source and will conserve energy through the use of our energy efficient lighting systems. Musco will work closely with suppliers and licensees who are positioned to deliver outstanding value, and who share our vision of placing high priority on environmental, social and ethical issues when procuring products and services. In the process, we will achieve costs savings, enhanced energy efficiency, improved quality, and a healthy workplace for our team members. To accomplish this program, the following guidelines are established: Recycle • Musco is committed to identifying and implementing pollution prevention opportunities by communicating sustainable practices, and encouraging involvement, to all team members. • Musco utilizes a nationwide recycling program. During the spot maintenance and complete system relamping, all the lamps are recycled through a recycling service where both the mercury and glass are salvaged. Musco developed reusable packaging that is used to move its reflectors from original fabrication through the complete manufacturing process. • Musco aims to reduce, reuse and recycle whenever possible from the production process to the customer. Musco's on-site waste management includes recycling plant scrap, and wooden skids, along with paper and packaging materials. Packaging product utilized with Musco's Light-Structure System™ contains between 30 to 50 percent recycled material, depending on the type of packaging. • Electronic components that are not re-usable due to equipment failure, or are below minimum requirements, are recycled through an E-Waste Facility, including: laptops, desktops, servers, network devices, computer screens, televisions, keyboard, computer mouse, and printers. Conserve • Musco reuses water during the manufacturing process and conserves water when applicable. We utilize geothermal heating and air conditioning, which minimizes electricity consumption. Our operations also have automatic toilets and faucets to maximize water usage. • Musco conserves energy and reduces light pollution through our permanent and temporary LED light sources that are 30 to 80 percent more energy efficient than traditional lighting equipment. • Musco's Control-Link® system provides instant light automation, allowing customers to schedule our light systems that help maximize energy efficiency. • Preventing pollution by eliminating or reducing the use of hazardous substances, and reducing greenhouse gas emissions, is a first priority. • Technologies or methods which utilize non-hazardous materials and source reduction approaches will be given top priority in addressing all environmental issues. • Musco demonstrates corporate citizenship by following all federal, state, and international environmental regulations. • We promote cooperation between industry, government and the public for the shared goal of pollution prevention at the source, as well as continuing sustainable practices throughout all of our operations worldwide. • As part of our commitment towards social responsibility, we will create job opportunities and training for the local workforce. • Our team strives to create responsible sustainability standards that translate into generating a positive and lasting change in every community that we encounter. In addition to the above, Musco's LED fixtures are RoHS compliant. RoHS is a European Union Directive on the restriction of the use of certain hazardous substances in electrical and electronic equipment.
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Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Musco Sourcewell 041123 Pricing September 2022.pdf - Wednesday March 15, 2023 15:12:16
 - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Wednesday March 15, 2023 15:12:27
 - [Marketing Plan/Samples](#) - Marketing Plan Samples.zip - Wednesday March 15, 2023 15:12:40
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty.zip - Wednesday March 15, 2023 15:13:04
 - [Standard Transaction Document Samples](#) - Document Samples.zip - Wednesday March 15, 2023 15:13:17
 - [Upload Additional Document](#) - Company and Product Information.zip - Wednesday March 15, 2023 15:13:42

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - James Hansen, Secretary, Musco Sports Lighting, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Sports_Lighting_RFP_041123 Mon April 3 2023 04:23 PM	☒	1

Quote

Date: December 20, 2023

Project: Mobile Tennis Center LED
Mobile, Alabama
Musco Project Number: 228435

Sourcewell

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell Purchase – Contract Number: 041123-MSL

Quotation Price – Materials Only Delivered to Job Site

Base Bid – Courts 39-60	\$324,000.00
Alternate 1 – Courts 35-38	\$65,000.00
Alternate 2: Courts 1-8 (includes new poles).....	\$159,000.00
2 Courts – 12' spacing: 1-8, 35-38, 51-52, 57-60	
6 Courts – 12' spacing: 39-44, 45-50, 53-56	

Sales tax, bonding, labor, installation, and unloading of the equipment are not included.
Quote is confidential. Pricing and lead times are effective for 30 days only.

SportsCluster® System with Total Light Control – TLC for LED™ technology (Base Bid & Alternate 1)

System Description

- Factory aimed and assembled luminaires,
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL listed assemblies
- Enhanced corrosion protection

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 10 years

Light-Structure System™ with Total Light Control – TLC for LED™ technology (Alternate 2)

System Description

- Factory aimed and assembled luminaries
- Galvanized steel poles
- Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies
- Enhanced corrosion protection

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years



Quote

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Musco Contracts
Fax: 800-734-6402
Email: musco.contracts@musco.com

All Purchase orders should note the following:

Sourcewell Purchase – Contract Number: 041123-MSL

Delivery Timing

10 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- 480 Volt, 3 phase electrical system requirement
- Structural code and wind speed = 2021 IBC, 150 mph, Exposure C, Importance Factor 1.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost (**Alternate 2**).

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Gaines Todd
Sales Representative
Musco Sports Lighting, LLC
100 1st Avenue West – PO Box 808
Oskaloosa, IA 52577, USA
Phone: 334-313-2176
E-mail: gaines.todd@musco.com



CONTRACT ROUTING CHECKLIST

DATE OF SUBMITTAL: 03/07/2024

NOVUS or ADOBE

DATE OF ROUTING:

ROUTING TYPE: PO

PROJECT MANAGER: Shannon McIntyre



PROJECT NAME:	Copeland-Cox Tennis Center - Electrical Upgrades	☒	☐
PROJECT LOCATION:	851 Gaillard Drive, Mobile, Alabama 36608	☒	☐
PROJECT #:	PR-037-23	☒	☐
VENDOR NAME:	Musco Lighting	☒	☐
MUNIS VENDOR #:	278697	☐	☐
CONTRACT AMOUNT:	\$ 548,000.00	RETAINAGE HELD? Y or N: n	☒
CIP-FUNDED:	YES: ☒ NO: ☐	☒	☐
FUNDING ACCOUNT #:	C0943	☒	☐
WAS AVAILABLE BALANCE VERIFIED:		☒	☐

RESOLUTION	☐	☐
CAPITAL CONTRACT SUMMARY SHEET	☐	☐
CONTRACT WITH VENDOR SIGNATURE	☐	☐
CONTRACT WITH NOTARY (ALL CONTRACTS OVER \$15K)	☐	☐
SCOPE OF WORK EXHIBIT	☐	☐
BID / QUOTE FORM	☐	☐
BONDS (CONSTRUCTION CONTRACTS OVER \$50K)	☐	☐
SUBCONTRACTING & MAJOR SUPPLIER PLAN and/or DBE WAIVER	☐	☐
SECRETARY OF STATE FORM	☐	☐
E-VERIFY	☐	☐
CERTIFICATE OF INSURANCE	☐	☐
OTHER DOCUMENTS AS NEEDED (i.e. B.S. GENERAL CONDITIONS)	☐	☐
AGENDA ITEM SUMMARY SHEET	☐	☐

CONTRACT TYPE ☐ DESIGN ☐ CONSTRUCTION ☐ SERVICE ☒ OTHER:

ORIGINAL FUNDING SOURCE C0943 DBE WAIVER % n/a

BRIEF SCOPE OF WORK SUMMARY:

The purchase of LED lights and poles from Musco Lighting through Sourcewell.

ESTIMATED PROJECT COST (INCLUDE INFORMATION IF APPLICABLE AND AVAILABLE)

PROFESSIONAL DESIGN SERVICES		
A/E DESIGN FEE		
GEOTECHNICAL FEE		
SURVEY FEE		TOTAL
CONSTRUCTION COST		
CONTINGENCY ALLOWANCE		
OTHER		TOTAL

ESTIMATED PROJECT MILESTONES

EXECUTED CONTRACT / NTP		(DATE)
DESIGN DELIVERABLES SCHEMATIC DESIGN	(WEEKS)	(DATE)
DESIGN DEVELOPMENT	(WEEKS)	(DATE)
CONSTRUCTION DOCUMENTS	(WEEKS)	(DATE)
ADVERTISEMENT - BID & AWARD	(WEEKS)	(DATE)
CONSTRUCTION COMPLETION	(WEEKS)	(DATE)

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

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

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

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

Sincerely,

A handwritten signature in cursive script, appearing to read 'R. L. Riddle', with a small dot at the end of the last name.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Submitted by:

Christopher Kern, Legal, Carleen Stout-Clark, Deputy Director, Real Estate Asset Management

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

Purpose and Scope of Project:

Resolution authorizing agreements and Warranty Deed with Alabama Department of Transportation (ALDOT) for I-10 Mobile River Bridge and Bayway Corridor Preservation Project

Amount of Contract:

\$1.00 per year for 10 years then market price

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	4/10/2024
ROW Agreement & Addendum	Exhibit	4/10/2024
Exhibit A-Tract 44 Fee Simple Warranty Deed with Plat	Exhibit	4/10/2024
Exhibit B - Revised	Exhibit	4/10/2024
Exhibit C - Tract 44 Lease Agreement	Exhibit	4/10/2024

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Stout, Carleen	Approved	4/10/2024 - 11:32 AM
Accounting	Angle, Laura	Approved	4/11/2024 - 12:09 PM
Legal	Kern, Chris	Approved	4/11/2024 - 12:11 PM
Legal	Kern, Chris	Approved	4/11/2024 - 12:11 PM
Mayors Office	Barber, James	Approved	4/11/2024 - 12:32 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, Alabama, as follows:

WHEREAS, the State of Alabama, acting by and through the Alabama Department of Transportation (“ALDOT”) is undertaking a project known as the I-10 Mobile River Bridge and Bayway Corridor Preservation Project (“Project”), a substantial portion of which lies within the City of Mobile; and

WHEREAS, the City recognizes that the Project will provide much needed improvements to the I-10 facilities through Mobile and over the Mobile River and Mobile Bay, which improvements will be beneficial to the City and its citizens; and

WHEREAS, in connection with the Project, the State needs to acquire from the City as part of the Project right-of-way .01 acre and all improvements thereon including, without limitation, concrete slab, chain link and barbed wire fence, and 125 ton mooring bollard (collectively “Tract 44”). Also, in connection with the Project, ALDOT seeks the transfer from the City of eight right-of-way segments as further detailed below. Tract 44 and one of the right-of-way segments, Segment 5-Eslava Street (hereinafter “Eslava Street Segment”), are used by the City in connection with the operation of its Cruise Terminal as further addressed below; and

WHEREAS, the City has determined that fee simple ownership of Tract 44 and the Eslava Street Segment (or ownership of a right-of-way or easement interest in such Segment) is not necessary for the City to continue to conduct operations at the Cruise Terminal and that municipal purposes may be fully accomplished through a lease of said property from ALDOT to the City; and

WHEREAS, ALDOT currently leases to the City a mooring bollard used in connection with the operation of the Cruise Terminal located in the Mobile River just east of the old Bender Shipyard property, south of the Cruise Terminal, which lease will be terminated and such bollard removed as part of ALDOT's Project, however, ALDOT has agreed to lease to the City an area approximately 20 feet by 50 feet comprising the easternmost margin of the property designated Tract 28 on the Project (the old Southern Fish and Oyster property) on which the City will, at its expense, install a replacement mooring bollard in the southwest corner of said strip (such land and bollard hereinafter "Relocated Bollard");

WHEREAS, ALDOT has requested that the City convey simple title in Tract 44 to ALDOT in consideration of the benefits flowing to the City and its citizens from the Project and the consideration flowing to the City from the leasing of Tract 44, the Eslava Street Segment, and the Relocated Bollard, as well as from the transfer of the other seven segments of right-of-way from the City to ALDOT for which ALDOT will then have responsibility, as to which the City is agreeable; and

WHEREAS, the City Council specifically finds that it serves a public purpose to assist ALDOT in the completion of the Project by implementing the transfers described herein;

NOW, THEREFORE, the City Council further RESOLVES:

1. The City Council hereby approves the Agreement with Addendum attached as Exhibit 1 hereto ("Agreement").
2. The City Council finds that fee simple ownership of Tract 44 is not necessary for the City to accomplish its municipal purposes and therefore the Council hereby approves the conveyance of Tract 44 to ALDOT by warranty deed substantially in the form of Exhibit A to the Agreement.

3. The City Council finds that ownership in fee simple or a right-of-way or easement interest in the eight right-of-way segments to be transferred to ALDOT is not needed for municipal purposes. Accordingly, the City Council hereby approves such transfers and hereby does transfer the following right-of-way segments to ALDOT upon which ALDOT will have ownership and control of such segments: Segment 1 – South Carolina-Lawrence Street; Segment 2 – unnamed road (located west of South Franklin Street); Segment 3 – South Franklin Street (east of Virginia Street); Segment 4 – New Jersey Street (north of South Conception Street); Segment 5 – Eslava Street; Segment 6 – Claiborne Street (east of South Joachim Street and north of South Jackson Street near the Civic Center); Segment 7 – Madison Street (portions lying east and west of Royal Street); and Segment 8 – Canal Street (portion west of St. Emanuel Street and east of Water Street). The Mayor and City Clerk are hereby authorized and directed to execute such other instruments as may be needed, if any, to effect these transfers. The right-of-way segments to be so transferred are more specifically described and depicted in Exhibit B attached to the Agreement.

4. The City Council hereby approves the City entering into a lease with ALDOT under which the City will lease Tract 44, the Eslava Street Segment, and the Relocated Bollard location on the terms and substantially in the form of the lease attached as Exhibit C to the Agreement.

5. The Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, the Agreement with ALDOT providing for the transactions outlined and approved herein, the warranty deed conveying fee simple title in Tract 44 to ALDOT, the lease by ALDOT to the City of Tract 44, the Eslava Street Segment, and Relocated Bollard, and, such other documents, if any, as may be needed to effect the transfer of the eight right-of-way segments made the subject of this Resolution as aforesaid. The Mayor and City Clerk are

hereby further authorized and directed to execute all such other documents and take all such other actions as may be reasonably needed to effect all of the actions contemplated and approved by this Resolution.

Adopted: _____

Lisa C. Lambert
City Clerk

AGREEMENT
(Fee simple)

MOBILE COUNTY)
STATE OF ALABAMA)

Project No. ST-049-I10-006

This Agreement is made between the State of Alabama, acting by and through its Department of Transportation ("State"), and the City of Mobile, Alabama ("City"), and both parties agree as follows:

1. The State agrees to purchase in fee simple from the City certain property, known as Right of Way Tract No. 44 of public highway Project Number ST-049-I10-006 (hereinafter "Project"), as identified from the records of the Alabama Department of Transportation, for the purpose of constructing and maintaining a public highway from approximate Station 516 to approximate Station 517 as shown by the right of way map of said Project.
2. The City agrees to sell and convey the property to the State in fee simple, free of all encumbrances, and will execute and deliver a warranty deed to the State, upon payment of the sum of \$0 ** dollars to the City by the State, at the time of delivery of such deed. The City agrees to satisfy all liens for ad valorem taxes outstanding against the above tract that become due and payable October 1 next following the date of execution of the agreement. The City understands the above-mentioned sum includes payment for the following:

Approximately .01 acre of land and all improvements thereon, including without limitation, concrete slab, chain-link and barbed wire fencing, and 125 ton mooring bollard (hereinafter collectively "Tract 44"),

and excludes payment for the following items appraised as personal property:

Not applicable.

3. The City agrees that the State shall have the right to enter the remaining land of the City, if any, for the purpose of removing and/or relocating structures and/or other improvements located partially or wholly within the right of way.
4. The State agrees that, in addition to the above sum to be paid to the City, the following work and/or construction is to be performed by the State as a right of way concession and/or mitigation of damages without cost to the City:
- Not applicable.

5. The State agrees to pay the sum of _____ dollars to the City upon the satisfactory completion of the following work:
- Not applicable.

which work shall be completed within ____ days from the date of notification of the approval of the terms of this agreement.

6. Exceptions and additional conditions:

**** See attached addendum.**

The rights provided for in this Agreement shall survive the closing of the contract by delivery of the deed.

IN WITNESS WHEREOF the parties herein have set their hands and seals this the ____ day of _____, 2024.

The City of Mobile, Alabama

By: William S. Stimpson
As its: Mayor

Attest:

Lisa C. Lambert
As its: City Clerk

The Alabama Department of
Transportation

By: Matthew Ericksen, P.E.
As its: Region Engineer

ADDENDUM TO AGREEMENT

This Addendum is made as part of the Agreement between the State and the City, inter alia, for the acquisition of Tract 44 on the Project, to wit:

A. In connection with the Project the State needs to acquire from the City the property designated Tract 44, which property comprises part of the City's existing Mobile Cruise Terminal. The property will be conveyed by warranty deed for consideration to the City as set out below. Said deed shall be substantially in the form of Exhibit A hereto.

B. The City acknowledges that it has the right to receive just compensation for Tract 44 determined based on an appraisal and that by offer letter dated June 13, 2019, the State made a written offer to acquire the property for the just compensation as determined by the State based on an appraisal. In recognition of the benefits flowing to the City and its citizens as a result of the Project, and other consideration flowing to the City under this Agreement and the lease provided for in Section D below, the City has determined to make such conveyance to the State for such consideration.

C. Additionally, the State needs to acquire the easternmost approximately 80 feet of the City's Eslava Street right-of-way and the improvements thereon including, without limitation, concrete walk, mooring bollard, fencing, and landscaping (this property is bounded on the east by the Mobile River and is situated between the City's Cruise Terminal and Tract 28 on the Project), which property and improvements also comprise part of the City's Cruise Terminal (hereinafter "Eslava Street ROW"). The acquisition of the Eslava Street ROW will be effected by right-of-way transfer to be made by Resolution of the Mobile City Council, in connection with the transfer of seven additional segments of right-of-way elsewhere along the Project. The eight right-of-way segments to be transferred to the State are described and depicted in Exhibit B.

D. The City has determined that while it needs continued access to and use of Tract 44 and the Eslava Street ROW in connection with the operation of its Cruise Terminal, it does not require fee simple ownership or a right-of-way or easement interest in the land, or ownership of said improvements, to accomplish its municipal purposes. Accordingly, the City will convey fee simple title in Tract 44 and transfer of the Eslava Street ROW segment, and ownership of all improvements on said properties to the State, in consideration of the State, subject to the approval of the Federal Highway Administration ("FHWA"), leasing said property and improvements back to the City and including in such Lease an approximately 20 feet by 55 feet strip comprising the easternmost margin of the upland of Tract 28 on the Project on which the City will install an additional mooring bollard in the southwest corner of said strip to be used in connection with its Cruise Terminal operations. Said Lease shall be for initial term of five (5) years and renewable for up to three (3) additional five (5) year terms by the City provided that said Cruise Terminal remains in operation by the City. Rent for the initial and first renewal term if exercised by the City will be \$1.00 and other consideration in the form of the conveyance and right-of-way transfers to the State. In the event the City exercises the second and/or third renewal terms, the City will pay rent for said property determined in accordance with then applicable federal regulations and/or the State's Right-of-Way Manual.

The Leased Premises will be part of a federal interstate facility being operated by Lessor. As a result, in accordance with applicable federal regulations, including without limitation 23 CFR § 710.405, the leasehold shall at all times be subject to the right of the State to enter upon and co-extensively use the leased premises and representatives of Lessor and the Federal Highway Administration ("FHWA") shall at all times have access to the Leased Premises for inspection, maintenance, operation, and reconstruction of the Project as may be needed as determined by FHWA or Lessor. Lessee understands and agrees that should FHWA or Lessor determine that Lessee's use of the Leased Premises is no longer consistent with the continued use, operation, maintenance, and safety of the interstate facility, or otherwise impairs or interferes with the free and safe flow of traffic, this Lease may be revoked or suspended. In such event during the second or third renewal term rent will be appropriately prorated or abated, as the case may be. Said lease shall be on the terms and substantially in the form of

Exhibit C hereto. In addition to the benefits of the Project to the City and its citizens and the benefits of such Lease, the State's acceptance of the right-of-way transfers and responsibility therefor in the future operates as additional consideration to the City.

E. In the area of Tract 44 and the Eslava Street ROW the construction on the Project will consist of a portion of the elevated bridge approximately 230 feet above the surface of the land, with the west side main tower to be located approximately 100 feet southwestward at the closest point. Accordingly, this Agreement reflects the current understanding of State and City that their respective public uses of the same property can co-exist and this Agreement, as well as the transfer of the Eslava Street ROW and lease, are made to provide for such co-extensive use again, provided, that such lease shall be subject to approval by FHWA and that the State's rights in said property and the use thereof in connection with the Project, if so needed, shall at all times be paramount.

This Instrument Prepared By:
Kenneth A. Watson, Esq.
Jones Walker, LLP
11 North Water Street
Suite 1200
Mobile, AL 36602

STATE OF ALABAMA)	PROJECT NO.	ST-049-I10-006
	CPMS PROJ. NO.	100067521
COUNTY OF MOBILE)	TRACT NO.	44
	DATE:	_____, 2024

FEE SIMPLE
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$0.00 dollar(s), and other good and valuable consideration received by the undersigned from the **State of Alabama, Department of Transportation**, the receipt of which is hereby acknowledged, the undersigned **City of Mobile, Alabama**, a municipal corporation (“Grantor”), has this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the **State of Alabama, Department of Transportation** the following described property:

A part of Section 24, Township 4-S, Range 1-W, identified as Tract No. 44 on Project No. ST-049-I10-006 in Mobile County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a found cap iron at the intersection of the present north R/W line of Eslava St. and the present east R/W line of CSX Railroad;

thence easterly and along the present north R/W line of Eslava St. a distance of 343 feet, more or less, to a point on the acquired R/W line (said point offset 106.44' LT and perpendicular to centerline of project at station 516+56.20), which is the point and place of BEGINNING;

thence N 54°31'35" E and along the acquired R/W line a distance of 42.02 feet to a point on the grantor's east property line (said point offset 106.44' LT of the centerline of project);

thence S 3°52'17" W and along the grantor's said property line a distance of 25.86 feet to a point on the present north R/W line of Eslava St.,

thence N 87°30'21" W and along said present R/W line a distance of 32.51 feet to the point and place of BEGINNING, containing 0.01 acre(s), more or less

And as shown on the right of way map of record in the Alabama Department of Transportation a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto the State of Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, the Grantor, for itself and its successors, and assigns, covenant to and with the State of Alabama that it is lawfully

seized and possessed in fee simple of said tract or parcel of land hereinabove described; that it has a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on October 1, 2023, last past, and which is to be paid by the Grantor; and that it will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR HEREIN FURTHER COVENANTS AND AGREES, that the purchase price above-stated is in full compensation to it for this conveyance, and does hereby release the State of Alabama and all of its employees and officers from any and all damages to its remaining property contiguous to the property hereby conveyed arising out of the location, construction, improvement, landscaping, maintenance or repair of any public road or highway that may be so located on the property herein conveyed.

IN WITNESS WHEREOF, Grantor has set its hand and seal this the ____ day of _____, 2024.

The City of Mobile, Alabama

By: William S. Stimpson
As its: Mayor

Attest:

Lisa C. Lambert
As its: City Clerk

ACKNOWLEDGMENT

STATE OF ALABAMA

MOBILE COUNTY

I, as Notary Public in and for said County, in said State, hereby certify that **William S. Stimpson** whose name as Mayor of the City of Mobile, and **Lisa C. Lambert** as City Clerk of the City of Mobile, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipality.

Given under my hand this _____ day of _____, 2024.

(SEAL)

Notary Public
My Commission expires: _____

Exhibit B: Page 1 of 5

Segments 1 thru 8 Descriptions

Segment 1 Description: S. Lawrence St. and S. Carolina St. Transfer

A part of Section 26, Township 4-S, Range 1-W, located in Mobile County, Alabama and being more fully described as follows:

Beginning at point on the acquired R/W line of I-10 as shown on the R/W map of Project ST-049-I10-006 (said point that is offset 241.30' RT from centerline of project and tied to the present east R/W line of S. Lawrence St.);

Thence Southwesterly along a line a distance of 110 feet to a point on the acquired R/W line of I-10 of said project (said point that is offset 243.00' RT from centerline of project and tied to the intersection of the present west R/W line of S. Lawrence St. and the present south R/W line of S. Carolina St.);

Thence Westerly along the said R/W line of S. Carolina St. a distance of 110 feet to a point on the present south R/W line of I-10;

Thence Northeasterly along the said R/W line of I-10 a distance of 67 feet to a point on the present north R/W line of S. Carolina St.;

Thence Easterly along the said R/W line of S. Carolina St. a distance of 66 feet to a point of intersection with the present west R/W line of S. Lawrence St.;

Thence Northey along the said R/W line of S. Lawrence St. a distance of 73 feet to a point on the present south R/W line of I-10;

Thence Northeasterly along the said R/W line of I-10 a distance of 74 feet to a point on the present east R/W line of S. Lawrence St.;

Thence Southerly along the said R/W line of S. Lawrence St. a distance of 80 feet to the point and place of BEGINNING of the transfer, containing 0.22 acre(s), more or less.

Segment 2 Description: S. Franklin St. and N. Carolina St. Transfer

A part of Section 26, Township 4-S, Range 1-W, located in Mobile County, Alabama and being more fully described as follows:

Beginning at point on the acquired R/W line of I-10 as shown on the R/W map of Project ST-049-I10-006 (said point that is offset 596.90' RT from centerline of project and tied to the present west R/W line of S. Franklin St.);

Thence Northerly along the said R/W line of S. Franklin St. a distance of 62 feet to a point on intersection with the present south R/W line of N. Carolina St.);

Thence Westerly along the said R/W line of N. Carolina St. a distance of 76 feet to a point on the present east R/W line of the S. Lawrence St. and S. Franklin St. connector;

Thence Northeasterly along a line a distance of 164 feet to a point on the present south R/W line of N. Carolina St. (relocated) intersecting with the present east R/W line of S. Franklin St.;

Thence Southerly along the said R/W line of S. Franklin St. a distance of 83 feet to a point of intersection with the previously vacated south R/W line of N. Carolina St.;

Thence Southwesterly along a line a distance of 89 feet to the point and place of BEGINNING of the transfer, containing 0.18 acre(s), more or less.

Exhibit B: Page 2 of 5

Segment 3 Description: S. Franklin St. Transfer

A part of Section 26, Township 4-S, Range 1-W, located in Mobile County, Alabama and being more fully described as follows:

All that portion of S. Franklin St. (50' R/W) lying north of the present north R/W line of Virginia St. extending northward 492 feet to the previously vacated S. Franklin St. R/W, containing 0.56 acre(s), more or less.

Segment 4 Description: New Jersey St. Transfer

A part of Section 26, Township 4-S, Range 1-W, located in Mobile County, Alabama and being more fully described as follows:

All that portion of New Jersey St. (40' R/W) lying west of the present west R/W line of S. Conception St. extending westward 238 feet to the present south R/W of I-10, containing 0.21 acre(s), more or less.

Segment 5 Description: Eslava St. Transfer

A part of Section 23, Township 4-S, Range 1-W, located in Mobile County, Alabama and being more fully described as follows:

All that portion of Eslava St. (50' R/W) lying west of the Bulkhead/Pier line on the west side of the Mobile River extending westward 80 feet, containing 0.08 acre(s), more or less.

Segment 6 Description: S. Claiborne St. Transfer

A part of Section 23, Township 4-S, Range 1-W, located in Mobile County, Alabama and being more fully described as follows:

Beginning at a R/W monument located on the present north R/W line of I-10 (AKA the present west R/W line of S. Claiborne St.) and as shown on the R/W map of Project I-10-1(5);

Thence Northerly along the said R/W line of S. Claiborne St. a distance of 406 feet to a R/W monument on the present north R/W line of I-10 of said project;

Thence Southeasterly along the said R/W line of I-10 a distance of 181 feet to a R/W monument on the said present R/W line of I-10 of said project;

Thence Southerly along the said R/W line of I-10 a distance of 198 feet to a point on the said present R/W line of I-10;

Thence Southwesterly along the said R/W line of I-10 a distance of 64 feet to the point and place of BEGINNING of the transfer, containing 0.38 acre(s), more or less.

Segment 7 Description: Madison St. Transfer

A part of Section 23, Township 4-S, Range 1-W, located in Mobile County, Alabama and being more fully described as follows:

Parcel 1:

All that portion of Madison St. (50' R/W) lying west of the present west R/W line of S. Royal St. extending westward 120 feet to the present southeast R/W line of Water St., containing 0.14 acre(s), more or less.

Parcel 2:

All that portion of Madison St. (50' R/W) lying east of the present east R/W line of S. Royal St. extending eastward 278 feet to the present west R/W line of CSX Railroad/Old Water St., containing 0.33 acre(s), more or less.

Exhibit B: Page 3 of 5

Segment 8 Description: Canal St. Transfer

A part of Section 23, Township 4-S, Range 1-W, located in Mobile County, Alabama and being more fully described as follows:

Beginning at the intersection of the present south R/W line of Canal St. with the present west R/W line S. Emanuel St.;

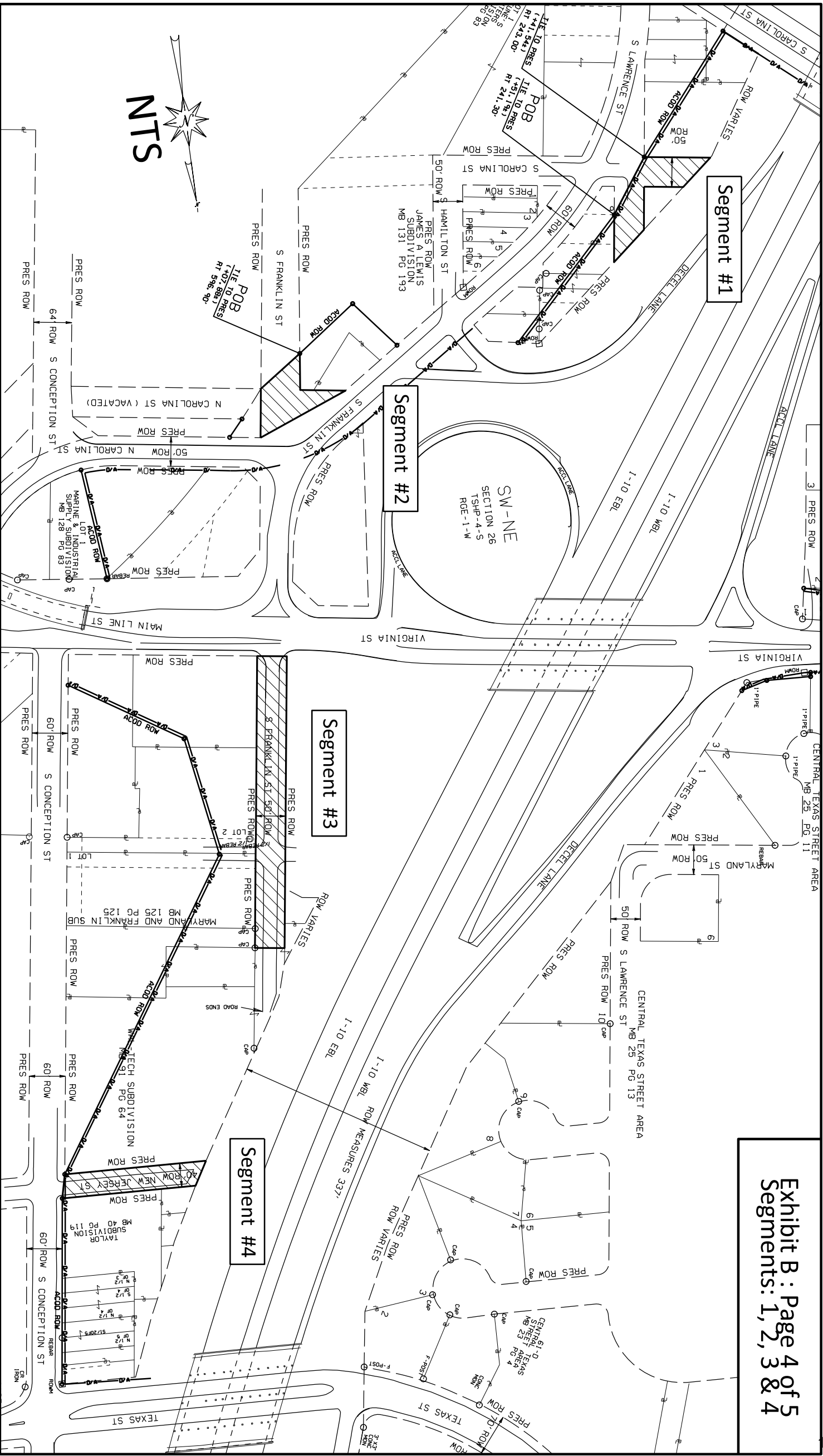
Thence Westerly along the said R/W line of Canal St. a distance of 245 feet to a ROW monument on the present south R/W line of I-10 and as shown on the R/W map of Project I-10-1(5);

Thence Northeasterly along a line a distance of 152 feet to a point on the present north R/W line of Canal St.;

Thence Easterly along the said R/W line of Canal St. a distance of 107 feet to a point on the said R/W line of Canal St.;

Thence southerly along a line a distance of 50 feet to the point and place of BEGINNING of the transfer, containing 0.21 acre(s), more or less.

Exhibit B : Page 4 of 5
Segments: 1, 2, 3 & 4



LEASE AGREEMENT

MOBILE COUNTY)
STATE OF ALABAMA)

Project No. ST-049-I10-006

This Lease Agreement (“Lease”), involving properties acquired in connection with right-of-way activities, is entered into this ____ day of _____, 2024, by the Alabama, Department of Transportation, acting for and on behalf of the State of Alabama (hereinafter called “Lessor”), and the City of Mobile, Alabama (hereinafter called “Lessee”).

1. The Lessor does hereby lease, let and demise to the Lessee, and the Lessee does lease from the Lessor, the following described property:

The property designated Tract 44 on Project No. ST-049-I10-006 (“Project”) and all improvements thereon including, without limitation, concrete slab, chain-link and barbed wire fencing, and 125 ton mooring bollard; the eastern most approximately 80 feet of the Eslava Street right-of-way (bounded on the east by the Mobile River) and all improvements thereon including, without limitation, concrete walk, mooring bollard, fencing and landscaping; and, an approximately 20 feet by 50 feet parcel comprising the easternmost margin of Tract 28 on the Project on which the Lessee will install, at its expense, a 150 ton mooring bollard to be located in the southwest corner of said strip. Said premises also are depicted in the excerpt of the State’s right-of-way map attached hereto as Exhibit A (all such land and any improvements existing or to be constructed thereon collectively “Leased Premises”).

2. The initial term of this Lease shall begin on _____ and have a term of five (5) years ending on _____. Lessee shall have the option to renew said Lease for additional five (5) year periods, not to exceed three (3) such renewal periods, by giving at least sixty (60) days prior written notice of renewal to Lessor before the expiration of the then current term.

3. Rent for the initial term and first renewal term if exercised by Lessee shall be \$1.00 and other valuable consideration received by Lessor from Lessee, the receipt of which is acknowledged by Lessor. Rent for the second renewal term and third renewal term if exercised by Lessee shall be fair market rent as determined in accordance with then applicable federal regulations and/or Lessor’s Right-of-Way Manual. The payment of rent for the first year of such renewal term(s) shall be made on the first day of such term. Thereafter, successive payments of rent shall be made at least fifteen (15) days in advance of each anniversary of this Lease, until expiration or termination as herein provided. Said rent shall be subject to adjustments to market value as herein provided.

Payment of rent shall be made by certified or cashier’s check, or a postal or bank money order, payable to the Alabama Department of Transportation and delivered to the Alabama

Department of Transportation, Southwest Region, 1701 I-65 West Service Road North, Mobile, Alabama 36618-1109, Attn: Region Engineer.

The rental rate may be reviewed and adjusted to market value on each anniversary of the Lease during the second and third renewal terms. A change in the rental rate will not otherwise change the terms, conditions, and stipulations contained herein.

4. This Lease is made and entered into subject to the following terms and conditions:

a. All improvements on the Leased Premises and the additional 150 ton mooring bollard to be installed by the City, shall remain and become the property of the Lessor, as the case may be. The Leased Premises shall be used only in connection with the operation of Lessee's Cruise Terminal, and for no other purpose whatsoever. Lessee accepts the Leased Premises in their AS IS WHERE IS condition. If all or any portion of the Leased Premises are damaged or destroyed, Lessee shall be responsible for the repair or replacement of the same. Lessee shall provide advance notice to Lessor prior to undertaking any repairs or replacement and shall coordinate the making of such repairs or replacement with Lessor's Southwest Region Engineer.

b. Lessee shall have responsibility to maintain the Leased Premises in good and working order and protect the same from damages. Lessor has no responsibility during the term of the Lease to maintain, repair, or replace the Leased Premises and shall not have any liability for any damages caused by Lessee's failure to do so.

c. Only appropriate industry approved hardware and ropes shall be used when securing vessels to any mooring bollards on the Leased Premises.

d. Lessee shall at all times comply with all statutes, rules, regulations, ordinances, and other law affecting the Leased Premises and does hereby fully release and hold harmless Lessor from any non-compliance therewith or liability for violation thereof.

e. The Leased Premises will be part of a federal interstate facility being operated by Lessor, and accordingly the making and terms of this Lease is subject to the approval of the Federal Highway Administration ("FHWA"). In accordance with applicable federal regulations, including without limitation 23 CFR § 710.405, Lessor shall at all times have the right to use the Leased Premises co-extensively with Lessee as may be needed for the Project, as determined in the sole discretion of the Lessor and further, representatives of Lessor and the FHWA shall at all times have access to the Leased Premises for inspection, maintenance, operation, and reconstruction of the Project as may be needed as determined by FHWA or Lessor. Lessee understands and agrees that should FHWA or Lessor determine that Lessee's use of the Leased Premises is no longer consistent with the continued use, operation, maintenance, and safety of the interstate facility, or otherwise impairs or interferes with the free and safe flow of traffic, this Lease may be revoked or suspended. In such event rent will be appropriately prorated or abated, as the case may be. Lessor will give Lessee written notice of such suspension or termination as is practicable under the circumstances then existing, as determined in the sole discretion of Lessor.

Notwithstanding anything to the contrary in this Lease, Lessor hereby reserves the right for Lessor, or its designee, to enter, use, let and otherwise occupy all or a portion of the Property concurrently with Lessee in its sole discretion. Lessor may assign, lease, or otherwise convey such rights and interests to a third party without the consent of Lessee.

Lessor may assign its rights and interests for purposes of securing bonds, loans, or otherwise, and may assign its title and interest as owner of the Property and/or as Lessor under this Lease. Lessee hereby (a) consents to such assignments; (b) agrees to promptly sign and deliver such further acknowledgments and other documents as may be reasonably requested by Lessor to effect such assignments; and (c) agrees that any assignee shall have all the rights, but none of the obligations, of Lessor under this Lease, except Lessor's obligation not to disturb Lessee's possession and use of the Property except as provided for in this Lease or as a result of Lessee's default hereunder.

Lessee shall not assign or otherwise transfer any of its rights and/or obligations under this Lease without the written consent of Lessor, which Lessor may grant or withhold in its sole discretion, and if granted such consent may be conditioned on additional or different terms and conditions determined by Lessor in its sole discretion.

f. Because Lessee is self-insured for general liability purposes, the Lessor has no responsibility or obligation to carry insurance on the Leased Premises or the operations conducted thereon by Lessee or others who may access the Leased Premises through Lessee. Lessee shall, at all times during the term of this Lease maintain sufficient cash reserves dedicated to the payment of claims and maintain a present financial ability to pay claims, in the amount of \$100,000 for injury to or death of one person; \$300,000 for injury to or death of more than one person growing out of one accident; and \$100,000 for property damage.

g. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190, the Lessee shall indemnify and hold harmless the Lessor, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of, connected with, resulting from or related to the use or condition of the Leased Premises or work performed on behalf of Lessee; (2) the provision of any services or expenditure of funds required, authorized, or undertaken by Lessee pursuant to the terms of this Lease; and (3) any damage, loss, expense, bodily injury, death, or damage to tangible property (other than the work itself), including loss of use thereof, and including, but not limited to, attorneys' fees, caused by the negligent, careless or unskillful acts of the Lessee, its agents, servants, representatives, employees, or contractors, or the misuse, misappropriation, misapplication, or mis-expenditure of any source of funding, compensation or reimbursement by the Lessee, its agents, servants, representatives, employees, or contractors, or anyone acting by, through, or on behalf of Lessee.

5. The failure of Lessee to comply with any term, condition, or stipulation of this Lease will be considered a breach thereof and upon such breach Lessor shall have the right to terminate this Lease; provided, however, that Lessee shall have a period of thirty (30) days from notice of such

breach by Lessor to cure the breach, and in the event the breach cannot reasonably be cured within thirty (30) days, Lessee shall have a reasonable time to cure the breach provided that Lessee commences such cure within the thirty (30) day period and diligently pursues the same to completion. In the event of such termination, Lessor shall give Lessee written notice thereof and Lessee shall immediately cease all use of the Leased Premises and vacate the same.

6. Notices allowed or required under the Lease shall be made by certified or registered mail and shall be deemed effective as of the first date the postal service attempts to make delivery. Any notice shall be addressed as follows:

Lessee:

Mayor William S. Stimpson
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

With a copy to:

City Attorney
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

Lessor:

Alabama Department of Transportation
c/o Transportation Director
1409 Coliseum Blvd.
Montgomery, AL 36110-2060

With a copy to:

Right-of-Way Bureau Chief
Alabama Department of Transportation
1409 Coliseum Blvd.
Montgomery, AL 36110-2060

7. The failure of Lessor to insist on strict performance of any provision of this Lease or to exercise any option or right herein conferred to Lessor in any one or more instances shall not constitute a waiver, estoppel, or relinquishment of any such provisions, or the right to enforce the same, but rather the same shall remain in full force and effect.

8. This Lease contains the entire agreement of the parties on the subject hereof and there are no other agreements, verbal or written, affecting this Lease that have not been incorporated herein.

9. By entering into this Agreement, the Lessee is not an agent of ALDOT, its officers, employees, agents or assigns. The Lessee is an independent entity from ALDOT and nothing in this Agreement creates an agency relationship between the parties.

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

IN WITNESS WHEREOF the parties herein have set their hands and seals this the ____
day of _____, 2024.

The City of Mobile, Alabama

Alabama Department of Transportation

By: William S. Stimpson
As its: Mayor

By: John R. Cooper
As its: Director

Attest:

Recommended for approval:

Lisa C. Lambert
As its: City Clerk

Matthew Ericksen, P.E.
Region Engineer

Philip A. Shamburger
Right-of-Way Bureau Chief

This Lease has been reviewed as to form:

William F. Patty, Esq.
Chief Counsel, Alabama Department of
Transportation



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Submitted by:

Pat Creamer, GIS Department

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

3 year contract with Timmons Group, Inc, , renewable for two additional one year periods, to provide management services for the City GIS cloud-hosted web environment.
General fund.

Amount of Contract:

1st yr NTE \$60K; years 2-5, NTE \$40K/yr

Funding Source

Project #

Project String 1004.5010.42200

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

Grant Funds

Discretionary Funds

Contract Number:

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
2024 Timmons Agenda Package	Cover Memo	4/8/2024
CORRECTED resolution	Cover Memo	4/12/2024

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Moore, Rick	Approved	4/8/2024 - 2:11 PM
Legal	Kern, Chris	Approved	4/8/2024 - 5:06 PM
Legal	Kern, Chris	Approved	4/8/2024 - 5:06 PM

Mayors
Office

Barber, James

Approved

4/11/2024 -
12:32 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 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., for three years, and renewable without further approval by City Council for two additional one-year periods, for GIS web management 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 Contract
City of Mobile

AGREEMENT

THIS AGREEMENT ("Agreement"), dated _____, 2024, ("Effective Date") is made by and between the City of Mobile, Alabama, ("City"), a municipal corporation organized and existing under the laws of the State of Alabama and Timmons Group, Inc. ("Service Provider").

WHEREAS, Timmons Group, Inc., is uniquely qualified and engaged in the business of managing and supporting GIS cloud-hosted web environments for municipalities.

WHEREAS, the City of Mobile, after soliciting competitive proposals, has selected to engage this Service Provider, based upon the Service Providers' professional skill, competence, and personality, as especially suited to provide said services upon the following terms and conditions;

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

1. **SCOPE OF WORK:** The services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are as described in the City's Request for Proposals (RFP) dated November 29, 2023, as updated by Addendum 1 and 2, and by Service Provider's responsive proposal, which are incorporated by reference herein and summarized in Exhibit A. Where any conflicts arise between these documents, the following hierarchy applies in priority order: this Agreement, Exhibit A to this Agreement, Service Provider's responsive proposal, and the City RFP as amended.
2. **TERM:** The Services shall be commenced and performed upon execution of this Agreement and continue thereafter for a period of three years, renewable at the concurrence of both parties for two additional one-year periods.
3. **COMPENSATION:** Service Provider's fees shall be at the unit rates as indicated in Exhibit A. The City may request additional services by defining the services, requesting a Service Provider quote or estimate according to the fee schedule in Exhibit A, City approval of the quote or estimate, and formal City tasking of the Service Provider. Service Provider may invoice upon completion of such additional work upon approval of the work performed by the City. The City point of contact for all tasking and approval of Service Provider performance will be the City GIS Department Head or her designated representative. The total amount to be tasked, performed, invoiced and paid to the Service Provider is not to exceed \$60,000.00 the first contract year and \$40,000.00 the remaining contract years.

4. INVOICE: The Service Provider shall submit an invoice for said monthly/quarterly fee at the appropriate time.
5. CONFIDENTIALITY: Service Provider shall treat as confidential and proprietary all information and data delivered to it by City and its employees. All such information and data shall not be disclosed to any third party during or subsequent to the term of this Agreement. Nothing contained herein shall preclude Service Provider from disclosing information or data where disclosure or submission is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services, but only after prior written notice has been given to City.
6. RIGHTS IN DATA: All right, title and interest in and to the work products provided by Service Provider to City shall be the property of City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Service Provider. Any modification or reuse of the Work Product without written verification or adaptation by Service Provider for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Service Provider.
7. INSURANCE REQUIREMENTS:
Service Provider shall procure and maintain for the entire duration of the project, at its own expense, such insurance as will protect it and the City (including the City's agents, employees, and elected officials) at the limits, coverages, and other terms set forth herein.

For the term of this Agreement, Provider shall acquire and maintain in full force and effect liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured***, and shall attach to this contract as Exhibit B as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama. The following minimum amounts of insurance will be maintained for the duration of the contract:

- A. Worker's Compensation
Statutory – an amount and coverage as required by law of the state of Alabama.
- B. General Liability – Premises/Operations
Public Liability including premises, products and complete operations
 1. Bodily Injury Liability
 - a. \$1,000,000 each person
 - b. \$1,000,000 each occurrence
 2. Property Damage Liability
 - a. \$1,000,000 each occurrence or
 - b. In lieu of (1) and (2) above, Bodily Injury and Property Damage Combined - \$2,000,000 single limit

- C. Automobile Liability – Comprehensive including owned, non-owned and hired vehicles.
 - a. Bodily Injury Liability: \$250,000 each person, \$500,000 each occurrence, and
 - b. Property Damage Liability \$100,000 each occurrence, or
 - c. Combined Bodily Injury and Property Damage - \$500,000.00
- D. Professional Liability \$500,000.00
- E. Excess/Umbrella Liability Insurance, providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability, limit of Liability: \$1,000,000 combined single limit of liability each "occurrence" for bodily injury and/or property damage.

Waiver of Subrogation: The automobile liability, professional liability, and workers compensation coverages must contain a waiver of subrogation in favor of the City, and such waiver shall be reflected on the Certificate(s) of Insurance. Service Provider does hereby waive any and all subrogation rights against the City, its elected officials, agents, employees, and officials, for any claims arising from the work related to this project or this Agreement. Service Provider further agrees to provide notice of this waiver to its insurer, and to secure its insurer's acknowledgment and consent to this waiver.

Non-Waiver: Failure by the City to insist on the issuance of insurance policies which conform with these requirements does not constitute a waiver of the City's right to assert a breach of any condition or requirement related to Service Provider's insurance or otherwise contained in this Agreement.

- 8. INDEMNITY: Service Provider its agents, employees, and officers hereby agree to indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, elected officials, and representatives, from all claims of any nature whatsoever arising in connection with any acts or omission in the performance of this Agreement, and further to release the City and its agents, employees, elected officials, and representatives from any and all claims whatsoever arising from its undertakings pursuant to this Agreement. It is the specific and express intent of the parties to this Agreement for the foregoing covenants and indemnity obligations to run in favor of the City and its agents, employees, elected officials, and representatives to the fullest extent permitted by applicable law.

Nothing contained in this Agreement shall be deemed to constitute, either as to Service Provider or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statutes, case law or otherwise available to the City.

- 9. ANTI-DISCRIMINATION: Service Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, and by doing so agrees that it either will have, or will provide City with

written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

10. **ANTI-BOYCOTT:** By signing this Agreement, Service Provider represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.
11. **VENUE/JURISDICTION:** The Parties agree that the jurisdiction and laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Mobile County, Alabama.
12. The Service Provider hereby stipulates, confirms and agrees that Service Provider is not a 'design professional' as defined in § 41-9A-3, Ala. Code (1975).
13. **SEVERABILITY:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
14. **IMMIGRATION COMPLIANCE:** By signing this Agreement, Service Provider affirms, for the duration of the Agreement, that it will not violate Federal or State immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Service Provider shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Pursuant to Alabama Code (1975) Section 31-13-9, if Service Provider employs one or more employees within the State of Alabama, Service Provider shall provide documentation establishing that Service Provider is enrolled in the E-Verify program.
15. **FORCE MAJEURE:** The City or the Service Provider 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 impactable due to acts of God, labor unrest, war, riot, civic disturbance, contagious disease, or any other cause beyond the reasonable control of the City or Service Provider.
16. **NO PARTNERSHIP CREATED:** Nothing herein is intended or shall be construed in any way to create or establish the relationship of partners, agency relationship or a joint venture between the City and Service Provider.
17. **NO THIRD-PARTY BENEFIT:** Service Provider and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

18. TERMINATION: Service Provider agrees that the City, at its sole discretion, may terminate and cancel this Agreement by giving notice to the Service Provider. Upon termination, the City, at its sole discretion, shall only pay for those services satisfactorily rendered. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract. Upon violation of any of the covenants and agreements herein contained the Service Provider may terminate the contract upon sixty (60) days written notice.

19. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto.

20. NOTICE: Any communication given pursuant to this Agreement will be in writing to the parties as listed below:

City: City of Mobile
P.O Box 1827
Mobile, AL 36633

Service Provider: Timmons Group, Inc
1001 Boulders Pkwy Ste300
North Chesterfield, VA 23225-5512

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the above referenced date.

CITY OF MOBILE, a Municipal Corporation

SERVICE PROVIDER: Timmons Group, Inc.

By: _____

Name: William S. Stimpson

As its: Mayor

By: Randy Trott

Name: Randy Trott

As its: Principal

ATTEST:

NOTARY: Tiffany Greenwood

City Clerk

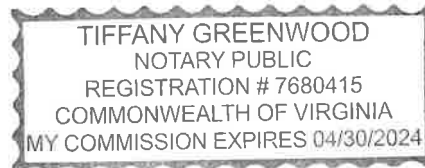


Exhibit A: Statement of Work



TIMMONS GROUP
GEOSPATIAL SOLUTIONS

REQUEST FOR PROPOSALS FOR GIS CLOUD MANAGED SERVICES FOR EXISTING AWS SITE

City of Mobile, AL

DUE DATE:
January 17, 2024



Mike Wiley | Director

1001 Boulders Parkway, Suite 300, Richmond, VA 23225
917.848.6504 | 804.560.1016 | mike.wiley@timmons.com

www.timmonsgis.com

January 17, 2024

City of Mobile, AL

RE: GIS Cloud Managed Services for Existing AWS Site

To The Selection Committee:

Timmons Group is pleased to provide this proposal to The City to provide Cloud Migration and Managed Services for The City's enterprise GIS. Timmons Group has over 30 years of geospatial-based technology solutions consulting experience for industry and government. Today, Timmons Group's staff consists of over 190 GIS professionals with a broad range of subject-matter experts across all areas of IT and GIS technologies.

Our vast experience in setting up complex Esri architectures, including ArcGIS Enterprise, ArcGIS Hub, and our Esri Specialty designations shows we have developed an efficient and proven approach. Our cross-functional cloud services team is comprised of GIS professionals integrated with Cloud/IT professionals with deep knowledge of IT infrastructure, cloud architectures, best practices and a strong commitment to deliver the best possible solutions to any problem. From networking and security to best practices with ArcGIS, to cloud governance and operations, our team will deliver a turnkey ArcGIS Enterprise solution to the City.

Timmons Group is an Esri Gold Business Partner, and we have evaluated, designed, implemented, and supported over **2,500 Esri-based GIS solutions for satisfied clients in 49 states**. We develop GIS data and systems to support business operations in utilities mapping, asset, management and web application hosting, E 9-1-1, government planning, natural resources GIS, economic development, transportation system management, political redistricting, school redistricting, and enterprise GIS data management.

We have a corporate emphasis on client satisfaction that is demonstrated through 65+ years of business. We realize that no two clients are exactly alike, and work to create unique and engaging experiences for each one. We are open to providing more detailed information on any facet of this proposal, either in person or on the phone / Zoom.

Timmons Group provides unmatched value to our clients. Consider the following as you make this important decision:

- Project-specific expertise: GIS strategic planning, cloud services, process analysis and recommendations, Esri ArcGIS Software, and interface/integration with relevant information systems
- Desire and proven ability to develop and maintain long-term working relationships with our clients
- Leading and award-winning Esri GIS Business Partner



- AWS Select Consulting Partner



We appreciate your consideration and hope to work with you on this important project. If you have any questions, please contact me at 917.848.6504 or at mike.wiley@timmons.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Wiley', with a stylized, cursive script.

Mike Wiley | Director of Business Development



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REFERENCES

ATLAS DESIGN AND IMPLEMENTATION



Timmons Group was contracted by Chesterfield County to support their ATLAS program - Advanced Technical Location Analysis Services. ATLAS was their vision to establish an integrated system of resources that stored, processed, and distributed authoritative spatial data to the employees and residents of Chesterfield County. Internal customers would access, use, analyze, edit, and produce spatial data using ATLAS's web applications, desktop GIS software, and other software solutions.

Their current system supported approximately 15 advanced ArcGIS Desktop 10.3 users. When the system matured, we expected basic users to primarily use Portal-hosted web mapping applications instead of ArcGIS Pro.

ATLAS was to be supported by a platform of databases, servers, software, and pipelines to store data, orchestrate data movement, manage users, manage licensing, and provide integrations with other core Chesterfield solutions such as enterprise land management and real estate assessment software. The support of the backend system would rely on both outside partners as well as the primary County's GIS, database, network, and server teams.

The scope of the project included the following:

1. Designed, implemented, tested, and validated an Azure-based ArcGIS Enterprise solution for maintaining, creating, and updating data to support the county's land development process, including parcels, street centerlines, addresses points, easements, encumbrances, spatial relationships, and related information.
2. Upgraded existing ArcGIS Desktop Parcel Fabric (Version 10.1) to ArcGIS Pro Parcel Fabric (version 2.7 or better) and migrated data to the new ArcGIS Enterprise platform.
3. Improved existing address and street data architecture and migrated to the ArcGIS Enterprise platform.
4. Established workflows for multiuser editing and quality control through the ArcGIS Enterprise platform using ArcGIS Pro.
5. Established architecture/workflows for ArcMap users (10.3) to access the data from ArcGIS Enterprise (read-only access is sufficient) with minimal data movement.
6. Reviewed Python ETL scripts that would need to be reconfigured for the new data location to maintain integrations with legacy systems. Recommendation of best practices around ETLs.

Chesterfield County wanted an agile approach to project management. The following deliverables were executed:

1. Process & Technical Discovery
 - a. Reviewed geospatial processes and data architecture around parcels, address points, streets, subdivision boundaries, easements, and encumbrances.
 - b. Reviewed current platform architecture components and enterprise data needs for the county's Strategic Information Sharing (StratIS) initiative, including the approach for data aggregation and data management of historical data.
 - c. Consulted on multi-user editing and data QA/QC needs.

CLIENT

Chesterfield County, Virginia

CONTACT

Scott Furman, Chief Information Officer
furmans@chesterfield.gov
804.748.1252

CONTRACT PERIOD

December 2022 – Present

2. Architecture Design

- a. Designed an Enterprise GIS solution using the most current versions of Esri software, including ArcGIS Enterprise, Portal, and ArcGIS Pro with Parcel Fabric.
- b. Integrated with ArcGIS Enterprise deployment to enable editing through services. This architecture was robust enough to allow the editing of all datasets to support the land development process, including parcels, zoning layers, easement layers, street centerline, addresses, streets, and subdivision boundaries.
- c. Established a method for users on ArcGIS Desktop 10.3 to access data held in the new platform using ArcGIS Enterprise services or other approved methods.
- d. Established the workflows and QA/QC steps to support data quality and multi-user editing.
- e. Delivered a series of detailed architecture diagrams showing all components, servers, data paths, software versions, operating systems versions, database structure, and any other details required to properly use, maintain, upgrade, and improve this architecture in the future.
- f. Delivered all code used to implement the components of the Enterprise GIS platform.

3. Implementation Services

- a. Utilized Microsoft Azure DevOps to manage all code, user stories, bugs, features, and work tasks for agile project management.
- b. Delivered the defined architecture in three isolated tiers: development, staging, and production. Our team also delivered the components necessary to maintain parity between the three tiers.
- c. Ensured platform governance and security considerations were included.
- d. Ensured appropriate performance for key processes to meet user acceptance standards.

4. Knowledge Transfer

- a. Provided technical guidance and review sessions for architecture components, process improvements, data pipelines, and geospatial services.
- b. Provided customer training on the access and use of delivered components.
- c. Technology recommendations were incorporated for future roadmap activities for the ATLAS program.
- d. The vendor provided the client with all necessary knowledge to maintain, upgrade, enhance the servers, software, and components of the modern ATLAS platform.

Unique technical challenges and how we managed them:

Chesterfield County has a sizable GIS footprint across the entire organization. As part of their roadmap for their Atlas program the County requested to operate both their on premise and cloud GIS environments in parallel while we worked with the County to migrate various integrations, workflows and County departments rather than one single cutover to the new cloud based ArcGIS Enterprise deployment. While this approach isn't entirely uncommon we did work through various migration planning needs and collaborated with the County to overcome a few organizational barriers they encountered internally throughout the various phases to ensure their Atlas program was a success. Detailed technical planning and frequent communication with all stakeholders is key to every GIS migration.

GIS MANAGED SERVICES AND CLOUD MIGRATION



Philadelphia Gas Works (PGW) selected Timmons Group to help design, implement, and support its new cloud-based enterprise GIS. PGW has the responsibility to provide safe, reliable, and affordable energy to over 500k customers in an environmentally friendly way. Operating two LNG plants and over 6K

miles of gas mains requires a very resilient ArcGIS platform to support their 24x7 gas delivery and customer support operations. PGW's GIS team had completed a small on-premise GIS pilot to show the value of converting workflows from CAD to ArcGIS. PGW selected Timmons Group because they needed this new platform to be reliable for GIS to be successful within their organization.

The goal of this project was to design, deploy, and then manage an AWS cloud-hosted solution that houses PGW's GIS data and services using PGW's existing Esri software. PGW's GIS System is comprised of virtual servers, relational database management systems, COTS web applications, custom web applications, custom automated processes, and data integrations. These components needed to be considered prior to the migration of the PGW GIS system to the AWS cloud.

The primary phases of this project are:

- **Phase 1: Project Initiation.** Project Initiation set the stage for all downstream activities and involved creating a detailed project work plan and schedule, setting up a secure project collaboration team site, and establishing project meetings and reporting.
- **Phase 2: Requirements Discovery.** Our team documented the current state and functional requirements for the future state. Specifically, the team performed a review and validation of system architecture, database, applications, and integrations.
- **Phase 3: Technical Design.** This phase included the design and implementation planning of the future state. Specifically, the team designed the desired system architecture, database, applications, and integrations.
- **Phase 4: Build Cloud Infrastructure.** The first step in deploying the future state solution was to establish the AWS Cloud Infrastructure. Specifically, the team deployed an AWS account, built the AWS VPC, built the EC2 Server, and built the data and storage tier.
- **Phase 5: Configure GIS Software.** The next step of deploying the future state solution was to install and configure all software in the DEV, STAGING, and PROD environments. Specifically, the team configured ArcGIS Portal, configured ArcGIS Server, configured Web Tier – Applications, and configured supporting software solutions.
- **Phase 6: Data Migration.** Timmons Group worked closely with PGW team members to establish a repeatable process to restore enterprise GIS data from on-premise to the AWS Cloud RDBMS environment. This involved migrating GIS data, Web services and Web applications to AWS Cloud.
- **Phase 7: System Integration.** Our team configured AWS Cloud to support integration with other information systems, including PGW's SCADA, AVL, Work Management System, software for field collection, hardware for GPS units, and barcode scanners for tracking and traceability.
- **Phase 8: Solution Testing.** Proper system testing

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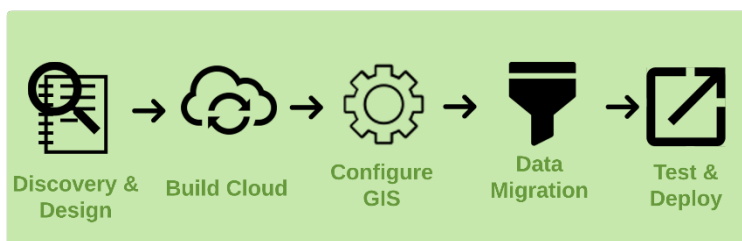
Philadelphia Gas Works (PGW)

CONTACT

Chi (Zoe) Zhang, Manager, GIS
Systems & Architecture
chi.zhang@pgworks
215.684.6856

CONTRACT PERIOD

December 2019 – Present
(Ongoing Implementation Support)



in all environments (DEV, STAGING, PROD) ensured the proposed solution met all expectations and performance criteria established by PGW.

- **Phase 9: Ongoing Managed Services.** Timmons Group is providing ongoing managed services for PGW for the Cloud components of the newly deployed enterprise GIS solution.

Unique technical challenges and how we managed them:

Our team worked with PGW GIS, IT, Security and Compliance and business stakeholders to capture and define functional and technical requirements for their new ArcGIS Enterprise deployment on AWS. Once shared understanding was established across all groups our team designed a cloud architecture on AWS to support Esri's high availability (HA) model for ArcGIS Enterprise.

At the time, Esri's cloud documentation for HA deployments was sparse and did not leverage cloud native services; everything required a lot of manual configuration and ongoing management fraught with many challenges and issues. Knowing PGW needed the resiliency and scalability of AWS, and leveraging our years of knowledge and experience building and managing solutions on AWS we took a different approach than Esri's cloud HA model. Our team set out to design and implement a solution based on the AWS Well Architected Framework and the five core pillars of Operational Excellence, Security, Reliability, Performance Efficiency, and Cost Optimization. Leveraging a combination of proven and well tested cloud services from AWS along with a few innovative services at the time, our team established a new AWS native platform for ArcGIS Enterprise HA.

One of the newer services utilized at the core of our design and deployment was AWS Aurora Postgres for multiple availability zones. This new RDBMS platform from AWS is compatible with Postgres clients and software and is up to three times faster than standard Postgres however no organization had successfully deployed ArcGIS Enterprise using this service. Even with the challenges we felt this was the best long term fit for PGW and through our relationships with both AWS and Esri technical teams we were able to resolve incompatibilities and successfully deploy a multi-AZ Aurora Postgres database for ArcGIS Enterprise saving PGW hundreds of thousands of dollars on commercial database licensing while exceeding scalability and reliability targets and drastically reducing ongoing operations and management tasks required.

GIS ENTERPRISE MANAGED CLOUD SERVICES



As Florida's largest and most cargo diverse port, PTB handles almost every imaginable commodity from every corner of the world and serves as a major cruise homeport. With over 33 million tons of cargo each year and managing over 5,000 acres, PTB has a large responsibility with major economic impacts to the region. Planning and

managing this much infrastructure, land, and waterway to operate the Port requires a robust GIS solution. PTB GIS team was struggling to keep pace with internal demands and the fast moving evolution of technology. With their own IT resources limited, PTB turned to Timmons Group to migrate and manage their GIS infrastructure on AWS.

Timmons Group was contracted by Port Tampa Bay to design and implement Cloud Hosting Services to support the Port GIS operations. Services for this contract included:

- Evaluating the Authority's current GIS for server architecture and making recommendations for improvements

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Port Tampa Bay

CONTACT
Patrick Blair, PE, SI
Director of Engineering
pblair@tampaport.com
813.905.5003

CONTRACT PERIOD
February 2017 – Present

- Providing the Cloud-based server and licenses for the Authority's GIS environment to support Authority's GIS staff and stakeholders
- Migrating the Authority's existing hosting environment to new Cloud-based ArcGIS server environment
- Providing managed hosting of GIS server architecture using best practices for scalability and sustainability
- Storing GIS feature classes and tables in a MS SQL Server-based Enterprise Geodatabase
- Using ArcGIS for Cloud-based server Map Services and Feature Services
- Providing access to GIS data for Authority GIS Analysts
- Providing Authority stakeholders and partners access to Map Services
- Providing enterprise solutions for managing GIS data, licensing, and map services
- Providing scalability to quickly and easily expand resources (RAM, CPU, disk storage) as needed
- Providing a scheduled system backup and redundancy
- Virtualizing physical servers so that multiple servers can reside on a redundant cluster of physical machines
- Establishing secure connections for the Authority's GIS staff
- Offering services with high network security, constant availability (90%), automated resource balancing, and failover
- Providing expertise in support for ArcGIS editing of GIS data in a spatial database
- Providing Authority GIS staff to access Microsoft products, specifically Word, Excel, and Access
- Storing and serving imagery
- Providing GIS staff "on-call" support to maintain, troubleshoot, and support on an "as-needed" basis
- Allowing sub-consultants access to server, but only with Authority GIS staff's approval

Unique technical challenges and how we managed them:

In addition to ArcGIS Enterprise being deployed to AWS, PTB also want to migrate their GIS workstations to the cloud. Timmons Group recommended AWS Workspaces to meet PTB's virtual desktop interface (VDI) needs. AWS Workspaces a secure way for users to remote into their virtual desktop in the cloud and reduces network latency between ArcGIS desktop and enterprise geodatabases. AWS Workspaces is critical to PTB's GIS team for these reasons. Challenges arose when GIS staff received CAD and other engineering designs and surveys that then needed to be loaded into PTB's enterprise GIS. With lots of files needing to be shared to the cloud environment and locally with GIS staff machines there was a need for a simple, secure, and intuitive solution. To solve this challenge, our team implemented and trained PTB staff on AWS Workdocs to securely synchronize files from their physical workstation to the cloud and back. GIS staff can then access these files directly from ArcPro to complete their daily work. Today PTB GIS staff can work reliably and securely from anywhere and have access to their working files and directories and dramatically improved GIS performance over their previous on-premises solutions. Shared understanding of our client's mission, needs and processes enables us to deliver innovative and cost-effective technology solutions.

2024 GDIC AZURE HOSTING



The Municipality of Anchorage (MOA) requested on-call GIS services to support their enterprise implementation at the Port of Alaska in Anchorage. The support requested by MOA includes enterprise GIS services, GIS applications and integration, enterprise GIS infrastructure, cartography, and analysis.

Timmons Group was contracted by MOA to:

- Provide Project Management Services
- Support GIS Enterprise Foundation
- Develop and document GIS-related workflows and best practices
- Evaluate existing GDIC GIS implementations for obsolescence, upgrades or elimination
- Perform data and spatial analysis
- Implement loosely coupled integration of data with GIS applications
- Application Development
- Prepare maps using ArcGIS Pro

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Municipality of Anchorage (MOA)

CONTACT

Mike Knapp, Geographic Information Officer
michael.knapp@anchorageak.gov
907.310.0137

CONTRACT PERIOD

October 2022 – Present

Unique technical challenges and how we managed them:

MOA had a preexisting ArcGIS Enterprise deployment on Azure before contracting with Timmons Group. The existing deployment was mired in technical debt, had very little documentation and was missing key monitoring and observability into the system health. These technical challenges coupled with staff turnover made for a challenging start. Our team work diligently and provided round the clock support until we were able to get their GIS environment to a stable state. Making small incremental changes to resolve issues and underlying causes. We continue to implement more proactive practices to improve system health and respond to monitoring alerts promptly to mitigate potential issues and keep their systems running smoothly.

EXPERIENCE NARRATIVE

COMPANY HISTORY AND EXPERIENCE

OUR CAPABILITIES

SERVERLESS COMPUTING
CLOUD STORAGE
CLOUD COMPUTING
HIGH AVAILABILITY
VIRTUAL NETWORKING
INFRASTRUCTURE AS CODE

OUR TEAM

- 190+ Professionals & Industry Leaders
- AWS Certified Associates
- Cloud Architects, Developers & Engineers
- GIS Analysts & Developers
- Data Analysts, Architects & Engineers

WHY CHOOSE CLOUD?

- Security
- Scalability
- Cost Efficiency
- Resiliency/ Disaster Recovery

WHO WE SERVE

- State and Local Governments
- Utilities
- Non-profits
- Private Industry

100+ Cloud-Hosted Solutions

- 40+ State Agencies
- 30+ Local Governments
- 10+ Municipal & Private Utilities
- 5 Non-profits
- 30+ SaaS solutions

WHO WE ARE

Professionals who leverage their passion for technology to team with our clients to achieve their vision and goals. We are committed to excellent customer service – working with us means working with the best GIS professionals in the business. Whether you leverage Amazon, Esri, Google, Microsoft, a combination of these, or you are looking to evaluate which technology is the best fit, we have experienced professionals here to help.

Our professionals have the experience and skills to deliver a wide range of technology and cloud services, including:

PLAN

- Requirements Definition
- Migration Strategy
- Budget Estimation

DESIGN

- Cloud & Hybrid Infrastructure
- Serverless GIS Solutions
- Value Engineering

IMPLEMENT

- Configuration Automation
- Continuous Deployment
- Capacity Planning & Testing

MANAGE

- Proactive Maintenance
- Continuous Monitoring
- Operational Support



PROJECT TEAM ROLES AND QUALIFICATIONS



Andy Fox, PhD, PMP | Project Manager/Operations Manager

Andy is a senior Project Manager and technical consultant in our firm's geospatial division. He will be the lead consultant primarily responsible for coordinating critical meetings, reports, and presentations. Andy is currently leading broadband-related projects in Washington State and the City of Albany. He designs and deploys geospatial information management solutions that interface/integrate with other enterprise business information systems. He has extensive experience in developing tactical implementation plans for deploying information systems that manage critical information for state, federal, and local governments. **Certification: Project Management Professional**

Key responsibilities: As Project Manager, Andy will employ Timmons Group's rigorous project management process, which ensure projects are consistently delivered on time and within budget and meet or exceed client requirements. His clear and frequent communication with the City team will allow for incremental approval of project deliverables and help to identify and mitigate any potential issues that may arise throughout the course of the project. Andy will manage the day-to-day activities of the project team and ensure deliverables meet the quality standards of the City's team and our own.



Mike Wiley | Senior Consultant (Free Resource)

Mike is an experienced IT executive with 30 years of experience in the ideation, conception, design, development, testing, delivery, training, and maintenance of complex geospatial systems for state/local governments and commercial clients. His specialties include consistently developing strong relationships with internal staff, technology partners, and client teams. He is adept at identifying technology solutions to meet clients' business and technology needs. Mike has a solid ability to develop value propositions that exceed clients' needs. Mike initiated our Utility Network practice three years ago and he is a free resource for our UN projects.

Key responsibilities: Mike will be a free resource to the City to make certain your project needs are met and that you are satisfied with the service and deliverables.



Matt Moore | Infrastructure Lead

Matt is a Senior Systems Architect on Timmons Group's Geospatial team. He performs tasks related to systems management /administration, web administration, database administration and development, and application development. Matt has worked on many system architecture design, development, and implementation projects for federal, state, and local governments throughout the country. He is well-versed in implementing enterprise-level systems and has worked on projects using both custom and COTS applications. **Certifications: AWS Certified Cloud Practitioner, Esri Certified Enterprise System Design Associate, Esri Enterprise Geodata Management Professional**

Key responsibilities: Matt is our overall technical lead for AWS infrastructure or ArcGIS Enterprise needs.



Nathan Tate, CSM | Cloud Engineer

Nate is an experienced Cloud and Application Development team leader who has worked on numerous projects with a wide range of public and private sector clients throughout the US, delivering quality solutions leveraging a variety of technology across multiple platforms. His work on these projects aids clients in managing data as an asset within their organizations and provides them with the tools to meet and sustain their long-term goals. Nate has experience in all phases of application and solution delivery, from inception and roadmap planning to discovery and design, through development and implementation, and onto long-term operations, maintenance, and support. Nate is passionate about leveraging agile practices and bringing people together to deliver forward-thinking solutions. **Certifications: Certified Scrum Master, AWS Certified Cloud Practitioner**

Key Responsibilities: Nate will assist Matt in any AWS infrastructure or ArcGIS Enterprise needs.



Trae Timmerman | Cloud Engineer

Trae is a GIS Systems Engineer at Timmons Group. He is an accomplished, creative, and results-oriented Systems Engineer with extensive experience in ArcGIS Enterprise deployments and managed services. Trae is also knowledgeable in networking, system/server administration & configuration, backup, troubleshooting, and technical support. He analyzes clients' critical support requirements, identifies areas for improvement, and develops innovative solutions for increasing reliability and improving productivity. **Certifications: AWS Certified Solutions Architect-Associate, Esri Enterprise System Design Professional, Esri Enterprise Geodata Management Professional, Esri Enterprise Administration Professional**

Key Responsibilities: Trae will also provide ongoing operational support to the City under Matt's and Andy's direction.

RESUMES

Andy Fox, PhD, PMP

Project Manager / Operations Manager

Dr. Fox is a senior technical project consultant and project manager on Timmons Group's Geospatial Services team. He is the lead consultant for most GIS Strategic (RoadMap) planning and solution implementation projects. His responsibilities include designing and deploying integrated information management solutions that use a wide range of technologies and information types. He has extensive experience in information systems specification and operations that manage critical information for state, federal and local governments. He also has experience in the areas of governance, best business practices for GIS, and cost-saving methodologies.

KEY EXPERTISE

- ✓ Helped establish and refine Timmons Group's highly successful GIS RoadMap Process
- ✓ Manages and consults on numerous GIS RoadMap projects
- ✓ Manages the implementation of GIS solutions for all city and county departments
- ✓ Provides GIS industry best practices for local, state, and federal government
- ✓ Manages numerous GIS data creation, conversion, migration, and QA/QC projects
- ✓ Specializes in GIS return-on-investment assessments for organizations
- ✓ Oversees GIS infrastructure reviews
- ✓ Helps develop GIS Key Performance Indicators (KPI's) for client organizations
- ✓ Provides recommendations about GIS staffing, organization, and training
- ✓ Plans and manages the integration of GIS with other information technology systems
- ✓ Plans workflow management and data governance strategies
- ✓ Presents at numerous GIS conferences
- ✓ Past member of the Virginia Geographic Information Network (VGIN) Advisory Board

SELECT PROJECT EXPERIENCE

GIS Managed Services and Cloud Migration, Philadelphia Gas Works (PGW), Philadelphia, PA. *Project Manager.* Philadelphia Gas Works (PGW) selected Timmons Group to help design, implement and support their new cloud-based enterprise GIS. The goal was to design, deploy and then manage an AWS cloud-hosted solution that houses PGW's GIS data and services using PGW's existing Esri software. PGW's GIS System is comprised of virtual servers, relational database management systems, commercial off-the-shelf (COTS) web applications, custom web applications, custom automated processes, and data



EDUCATION

Doctor of Philosophy, Geological Sciences, Cornell University, 1993

Masters, Geological Sciences, University of Canterbury (New Zealand), 1987

Bachelor of Arts, Geological Sciences, SUNY Geneseo, 1985

EXPERIENCE

31 Years

CERTIFICATIONS

Project Management Professional Certification, VA, 2013

integrations. These components needed to be considered prior to the migration of the PGW GIS system to the AWS cloud. Andy successfully administered the project management plan for the complete project lifecycle from solution planning, design, implementation, testing, and system support and maintenance (which is ongoing). He coordinates communications, manages the relationship with the client and all stakeholders, and maintains comprehensive project documentation. He effectively managed project scope, schedule, staff resourcing and costs, and controlled changes to all of these. He also carefully monitored and reported work progress and accomplishments. Andy regularly performed risk management to minimize project risks.

Needs Assessment and RoadMap Implementation Plan, Pennsylvania Game Commission (PGC), Harrisburg, PA. *Project Manager and Consultant.* PGC wanted a detailed GIS RoadMap plan to guide the Agency through the next three to five years that would deliver an effective and efficient Enterprise GIS with high-quality results and align it with the organization's current operational plans and initiatives. Our team reviewed current GIS use, documented current and future needs, established governance, and built consensus among Agency stakeholders for a unified view of its Enterprise GIS Program. The project produced a tactical RoadMap implementation plan that optimizes the benefit of the Agency's GIS to the organization as a whole, while ensuring that it encapsulates the most immediate goals. Andy successfully administered the project management plan for the complete project lifecycle from project planning, initiation, execution, through project completion and closeout. He coordinated communications, managed the relationship with the client and all stakeholders, and created comprehensive project documentation. He effectively managed project scope, schedule, staff resourcing and costs, and controlled changes to all of these. He also carefully monitored and reported work progress and accomplishments. Andy regularly performed risk management to minimize project risks. He also supervised work on, and contributed to, the development of project deliverables. He assisted with the development of recommendations for enhancing GIS at PGC, and the development of a tactical plan to implement those recommendations. Andy actively participated in all strategic planning tasks that included significant stakeholder engagement.

Enterprise GIS Implementation and Data Management, Caltrans, Sacramento, CA. *Project Manager.* Timmons Group was selected to help Caltrans establish new data management best practices within its geospatial Services Oriented Architectures (SOA). Caltrans sought to organize its GIS software, data, applications, workflows, stewardship/governance, and maintenance. The overall project goal was to enable workflow automation and produce a GIS RoadMap Plan that defines the critical path and steps necessary for the continued development and implementation of a GIS that will improve Agency productivity and service. Andy managed the Timmons Group team. Andy successfully administered the project management plan for the complete project lifecycle from project planning, initiation, execution, through project completion and closeout. He coordinated communications, managed the relationship with the client and all stakeholders, and created comprehensive project documentation. He effectively managed project scope, schedule, staff resourcing and costs, and controlled changes to all of these. He also carefully monitored and reported work progress and accomplishments. Andy regularly performed risk management to minimize project risks.

Strategic Plan Update, Maine Library of Geographic Information (GeoLibrary), Augusta, ME. *Project Manager* The GeoLibrary Board required a Strategic Plan that will help meet the current and future needs of Maine's GIS community (public, non-profit, and private sector stakeholders) as it relates to the GeoLibrary's mission. Timmons Group provided consulting services to develop an update to the Maine GeoLibrary Strategic Plan that was last updated in 2009. The updated Strategic Plan provides a blueprint for financing Board operations, data acquisition and hosting, and dissemination of geospatial data to the greater GIS community and the public. This plan will form the basis for completing and maintaining the Board's OneMAP for ME program. Our collaborative process involved the GeoLibrary Board, Maine's GIS community, and supporting staff from the Maine Office of GIS (MEGIS). Andy actively participated in project tasks as a consultant and let those that involved stakeholder engagement.

GIS Needs Assessment and Strategic Plan | Hampton Roads Planning District Commission, Chesapeake, VA. *Project Manager* The Hampton Roads Transportation Planning Organization (HRTPO) has recognized a need to improve GIS coordination, productivity, and efficiency within the organization. Timmons Group produced a needs assessment and GIS strategic plan (RoadMap) that defines the critical path and steps necessary for the continued development and enhancement of a GIS environment for HRTPO. We documented and assessed the organization's existing GIS data and systems and established a vision for the future with core recommendations. The current GIS environment was evaluated to identify needs and opportunities related to staffing, training, data, software, workflows, standards, and policies. Recommendations were driven by TWS stakeholder priorities; solutions were presented in a realistic, tactical plan that defines RoadMap initiatives specifically designed to address those priorities. We documented the objective, work plan,

timeline, deliverables, budget, assumptions, and risks associated with each initiative. The resulting RoadMap plan will help ensure that TWS is better positioned to take advantage of existing/future technologies and innovative solutions that provide even more value to member localities and the public. Andy actively participated in all strategic planning tasks that included significant stakeholder engagement.

GIS Initiatives, Washington State Department of Commerce, Olympia, WA. *Project Manager and Consultant.*

Washington Department of Commerce contracted with Timmons Group's GIS support team to support a number of GIS initiatives for that department's many programs. Timmons Group supported the Utility Arrearages Proviso and Washington Energy Infrastructure Assessment Tool (WEIAT) projects and is currently supporting the Clean Buildings and Electric Vehicle (EV) Charging Infrastructure Grant programs. These projects involve data collection and QA/QC review, geospatial analytics, interactive web mapping applications and dashboards. Andy successfully administers the project management plan for the complete project lifecycle from project planning, initiation, execution, through project completion and closeout. He coordinates communications, manages the relationship with the client and all stakeholders, and creates comprehensive project documentation. He effectively manages project scope, schedule, staff resourcing and costs, and controls changes to all of these. He also carefully monitors and reports work progress and accomplishments. Andy regularly performs risk management to minimize project risks. He also supervises work on, and contributes to, the development of project deliverables.

Digital Equity Dashboard, Washington State Department of Commerce, State Broadband Office, Olympia, WA. *Project Manager.*

The mission of the State Broadband Office is to develop and improve affordable, quality broadband throughout Washington to drive job creation, promote innovation, improve economic vitality, and expand markets for Washington businesses. As one of a number of statewide GIS initiatives, Timmons Group will be providing technical services and geospatial analytical and expertise with the use of GIS technology and data related to the expansion of broadband access in the State. Andy is administering the project management plan for the complete project lifecycle from project planning, initiation, execution, through project completion and closeout. He is coordinating communications, managing the relationship with the client and all stakeholders, and creating comprehensive project documentation. He is effectively managing project scope, schedule, staff resourcing and costs, and controlling changes to all of these. He is also carefully monitoring and reporting work progress and accomplishments. Andy is regularly performing risk management to minimize project risks.

IT Assessment and Strategic Plan, Washington Department of Natural Resources (DNR), Olympia, WA. *Project Manager and Consultant.* Timmons Group worked as a subcontractor to Plante Moran to perform an independent and objective analysis of the IT environment and operations. The primary goals of this engagement were to 1) assess the current IT technical environment and services, including conducting an IT organization and application portfolio gap assessment, and 2) develop a five-year IT Strategic Plan that defines a technology vision, goals, governance principles, and major initiatives for the entire Agency. Andy managed Timmons Group's work on this project and played a primary consulting role for the GIS components of this project. He coordinated project tasks with Plante Moran and the core DNR project team to document and assess the current state of GIS technology, data, and uses. He assisted with the development of recommendations for enhancing GIS at DNR, and the development of a tactical plan to implement those recommendations. Andy actively participated in all strategic planning tasks that included significant stakeholder engagement.

Strategic Business Plan, Oregon DOT, Salem, OR. *Project Manager and Consultant.* Timmons Group was contracted to develop a five-year GIS Business Plan that communicates a shared vision for the way in which ODOT manages GIS technologies. Timmons Group provided all services for this contract, including project management, business analysis, organizational and workforce review and analysis, technology and software review and analysis, and ODOT GIS-specific business recommendations. It required Timmons Group to bring a breadth and depth of GIS and related data and technology knowledge related to DOTs while quickly learning and understanding ODOT-specific business needs, context, histories, goals, and objectives. Engagement with stakeholders was critical to, and successful in, ensuring recommendations aligned with agency goals and stakeholder needs. Andy successfully administered the project management plan for the complete project lifecycle from project planning, initiation, execution, through project completion and closeout. He coordinated communications, managed the relationship with the client and all stakeholders, and created comprehensive project documentation. He effectively managed project scope, schedule, staff resourcing and costs, and controlled changes to all of these. He also carefully monitored and reported work progress and accomplishments. Andy regularly performed risk management to minimize project risks. He also supervised work on, and contributed to, the

development of project deliverables. He assisted with the development of recommendations for enhancing GIS at ODOT, and the development of a tactical plan to implement those recommendations. Andy actively participated in all strategic planning tasks that included significant stakeholder engagement.

RoadMap Planning and Implementation Program Services, Missouri Department of Conservation (MDC), Jefferson City, MO. *Project Manager and Consultant.* Timmons Group performed two phases of discovery for this project. Phase One was the discovery for a modernized system that includes both the web version for internal and external stakeholders and a mobile application focused on MDC area exploration. Interactive maps were an important functionality for the future system that did not exist in the initial system. The goal of the redesigned ATLAS was to provide a GIS-integrated system for MDC staff to easily update MDC area information (e.g., hours of operations, unexpected closures etc.), integration with the new Discover Nature MDC website, and finally, a new mobile application termed Find MO Areas to enable the public to search for and leverage the value of all MDC areas in the State. Andy successfully administered the project management plan for the complete project lifecycle from project planning, initiation, execution, through project completion and closeout. He coordinated communications, managed the relationship with the client and all stakeholders, and created comprehensive project documentation. He effectively managed project scope, schedule, staff resourcing and costs, and controlled changes to all of these. He also carefully monitored and reported work progress and accomplishments. Andy regularly performed risk management to minimize project risks. He also supervised work on, and contributed to, the development of project deliverables. He assisted with the development of recommendations for enhancing GIS at MDC, and the development of a tactical plan to implement those recommendations. Andy actively participated in all strategic planning tasks that included significant stakeholder engagement.

GIS Roadmap, Florida Municipal Power Agency (FMPA) Orlando, FL. *Project Manager* FMPA selected Timmons Group to provide professional services to evaluate the current state of GIS at the organization, identify immediate needs to satisfy and identify high-value opportunities to enhance current capabilities. The evaluation included a broad assessment of FMPA's current GIS capabilities, with a focus on: defining current programs, vision, integration of platforms, and future expansion; investigating and incorporating potential industry trends; developing sample scope of work documents for projects high-value projects identified by FMPA members. Andy actively participated in all strategic planning tasks that included significant stakeholder engagement.

GIS RoadMap, Associated Electric Cooperative, Inc. (AECI), Springfield, MO. *Project Manager* AECI selected Timmons Group to evaluate the state of GIS in the organization and identify immediate needs and high-value opportunities to enhance current capabilities. The result of this three-phased project is a tactical GIS RoadMap Implementation Plan for implementing recommendations that address AECI's high-priority GIS needs and opportunities. Andy actively participated in all strategic planning tasks that included significant stakeholder engagement.

GIS Services, Albany Commission on Municipal Internet Service, Albany, NY. *Project Manager.* The mission of the Commission on Municipal Internet Service is to research the feasibility, logistics, and financing of creating a municipally run, citizen-owned, high speed internet service that will provide internet speeds far greater than what private companies currently provide and ensure such service will be made available to every Albany resident and business, regardless of income level or geographic location in the City. As one of a number of GIS initiatives for New York's State Capital, Timmons Group will be providing technical services and expertise for the use of GIS technology and data related to the expansion of broadband access in the City. Andy successfully administered the project management plan for the complete project lifecycle from project planning, initiation, execution, through project completion and closeout. He coordinated communications and managed the relationship with the client and all stakeholders. He effectively managed project scope, schedule, staff resourcing and costs, and controlled changes to all of these. He also carefully monitored and reported work progress and accomplishments.

Wildfire COP Tool, Washington DNR Olympia, WA. *Project Manager.* Timmons Group worked with DNR and Intterra to deploy and configure a Wildland Fire Common Operating Picture (COP) and Situational Awareness Tool for real time assessment and planning by deploying two Intterra modules (Operations and Incident Management) for up to 1,000 users to promote a GIS-data sharing platform for the benefit of DNR. The project team is currently providing ongoing support to DNR for the COP solution. Andy developed and administered the project management plan, provided regular project status reports, coordinated all communication between DNR and Intterra, and facilitated all project meetings. He was also responsible for change management and documented all approved changes to project scope, schedule and budget.

Mike Wiley

Senior Consultant (Free Resource)

Mike is an experienced IT executive with more than 20 years of experience in the ideation, conception, design, development, testing, delivery, training, and maintenance of complex geospatial systems for state/local governments and commercial clients. His specialties include consistently developing strong relationships with internal staff, technology partners and client teams. He is adept at identifying technology solutions to meet client's business and technology needs. Mike has a solid ability to develop value propositions that exceed clients' needs. Mike has extensive experience in large data conversion projects.

KEY EXPERTISE

- ✓ Manages the implementation of GIS solutions for state, city, and commercial clients
- ✓ Provided GIS industry best practices for local, state, and federal government
- ✓ Oversees GIS infrastructure reviews
- ✓ Provides recommendations about GIS staffing, organization, and training
- ✓ Plans and manages the integration of GIS with other information technology systems
- ✓ Manages numerous GIS data creation, conversion, migration, and QA/QC projects
- ✓ Plans workflow management and data governance strategies
- ✓ Helped establish and refine Timmons Group's highly successful GIS RoadMap Process
- ✓ Consults on numerous GIS RoadMap projects
- ✓ Presents at numerous GIS conferences

SELECT PROJECT EXPERIENCE

GIS Managed Services and Cloud Migration, Philadelphia Gas Works (PGW), Philadelphia, PA. *Client Satisfaction.* Philadelphia Gas Works (PGW) selected Timmons Group to help design, implement and support their new cloud-based enterprise GIS. The goal is to design, deploy and then manage an AWS cloud-hosted solution that houses PGW's GIS data and services using PGW's existing Esri software. PGW's GIS System is comprised of virtual servers, relational database management systems, commercial off-the-shelf (COTS) web applications, custom web applications, custom automated processes, and data integrations. These components needed to be considered prior to the migration of the PGW GIS system to the AWS cloud. Mike conceived the initial project tasks and budget, reviewed project deliverables, participated in stakeholder meetings, and participated in presentations to PGW staff.

Strategic Plan Update, Maine Library of Geographic Information (GeoLibrary), Augusta, ME. *Client Satisfaction* The GeoLibrary Board required a Strategic Plan that will help meet the current and future needs of Maine's GIS community (public, non-profit, and private sector stakeholders) as it relates to the



EDUCATION

Masters, Regional Planning, Focus on GIS & Remote Sensing Technology, University of Massachusetts, Amherst, 1995

Bachelor of Science, Environmental Design, University of Massachusetts, Amherst, 1991

EXPERIENCE

27 Years

TECHNICAL SKILLS

Systems Integration
GeoAnalytics
Geospatial Design
System Design
Business Analysis
System Testing

GeoLibrary's mission. Timmons Group provided consulting services to develop an update to the Maine GeoLibrary Strategic Plan that was last updated in 2009. The updated Strategic Plan provides a blueprint for financing Board operations, data acquisition and hosting, and dissemination of geospatial data to the greater GIS community and the public. This plan will form the basis for completing and maintaining the Board's OneMAP for ME program. Our collaborative process involved the GeoLibrary Board, Maine's GIS community, and supporting staff from the Maine Office of GIS (MEGIS). Mike reviewed project deliverables to ensure the content met our quality expectations and met the scope of this project. Mike will review plan initiatives and will create the budgets and schedules necessary for their implementation.

Utility Network Migration Plan, EPCOR, Phoenix, AZ. *Client Satisfaction.* Timmons Group (prime vendor) and Avineon (subcontractor) developed an implementation plan, costs, and project schedule for a later project to migrate from Esri's Local Government Information Model and ArcMap to Esri's Utility Network and ArcGIS Pro. The Timmons Group team reviewed EPCOR's existing GIS organizational, system architecture, and process management documents, including standard operating procedures for GIS and asset management activities. This background information helped the team engage with EPCOR staff and laid the foundation for topics addressed in the discovery workshops. The team facilitated these workshops and assisted EPCOR staff with reviewing and applying modeling concepts for the chosen domain networks (water, wastewater, and natural gas) with associated asset groups and types. The application of tier groups, subnetworks, network categories, network attributes, and associations were reviewed and configured in the data model to result in the best possible out-of-the box functionality across desktop, web, and mobile applications. The team documented EPCOR's current state and evaluated and defined its future state. Mike developed the team structure, conceived the initial project tasks, reviewed project deliverables, participated in stakeholder meetings, and participated in presentations to EPCOR staff.

ArcGIS Pro & Utility Network Implementation, EPCOR, Phoenix, AZ. *Client Satisfaction.* Timmons Group (prime vendor) and Avineon (subcontractor) implemented Utility Network for EPCOR's water, wastewater, and reuse water GIS data. Our team met with the EPCOR team and gathered project requirements and business needs to inform the customization of the Utility Network data models, migration processes, and workflow tools. Timmons Group also provided recommendations and advice to guide the procurement and installation of servers and software for the Utility Network environment. Mike conceived the initial project tasks and budget, reviewed project deliverables, participated in stakeholder meetings, and participated in presentations to EPCOR staff.

Utility Network Implementation and Cityworks AMS Reconfiguration, Indio Water Authority, Riverside, CA. *Client Satisfaction.* Indio Water has selected Timmons Group for the migration of its Water Distribution geodatabase from Geometric Network to the Esri Utility Network model. Moving to the Utility Network platform will position Indio Water to effectively manage its water distribution assets into the future. In addition, we were tasked with reconfiguring Indio Water's Cityworks AMS solution to use Utility Network, including modifying Cityworks business processes to further create a more effective and efficient workflow. Mike conceived the initial project tasks and budget, reviewed project deliverables, participated in stakeholder meetings, and participated in presentations to IWA staff.

Utility Network Data Readiness and Migration Strategic Plan, Orange Water and Sewer Authority (OWASA), Carrboro, NC. *Client Satisfaction.* Timmons Group examined OWASA's current architecture and documented GIS integrations with other business systems. This included stakeholder meetings and interviews to ensure we had a full understanding of the system. We then made recommendations for changes to the ArcGIS Enterprise deployment for it to support the Utility Network performantly. Our team assisted with the software implementation of these recommendations and reviewed and documented current GIS editing workflows and procedures. These were considered when making recommendations for the Utility Network Migration Plan. Further, Timmons Group conducted a GIS Data Readiness Assessment to guide OWASA's editors through data corrections prior to the Utility Network migration. Finally, we created the Utility Network Migration Plan document that included the documentation of the current state as well as recommendations for the migration project, including budget, schedule, and integration considerations. Mike conceived the initial project tasks and budget, reviewed project deliverables, participated in stakeholder meetings, and participated in presentations to OWASA staff.

Utility Network Implementation, Walt Disney Parks and Resorts US, Disneyland, CA. *Client Satisfaction.* Timmons Group was selected to support the Disneyland Resorts (DLR) Utilities department in a multi-phased GIS Utility Network implementation. Timmons Group was tasked in Phase 3 to refine the existing data model, develop a Utility Network Migration Plan, Migrate CAD/PDF as-built data into the GIS environment, and design integrations with additional systems

outside of GIS, as well as identifying and developing numerous Web and Mobile applications for use by the DLR team. Mike conceived the initial project tasks and budget, reviewed project deliverables, participated in stakeholder meetings, and participated in presentations to Disney staff.

Utility Network Migration Preparation, St. Johns County (SJC), FL. *Client Satisfaction.* SJC requires an advanced GIS geodatabase within the Operations, Engineering, and Administration divisions, and uses the Esri ArcGIS Enterprise geodatabase for storing, editing, providing, and managing geospatial layers, attributes, and records, along with advanced automated-update and quality-control features. This enterprise system and its business function applications are part of the digital transformation of both SJC Utilities and the utility industry. Improvements and business solutions within the system and applications continue to be developed. SJC Utilities recognizes the business case to continue to maintain these systems for both efficient performance and new functionality for business cases that encourage mobility, collaboration, information automation, and intelligent analytics. Timmons Groups is providing a Data Readiness and Assessment Report, conducting Data Preparation and Cleanup, configuring ArcGIS Pro Functionality, implementing Data Review rules, automating GIS feature editing, and developing a Utility Network Migration Plan. Mike conceived the initial project tasks and budget, reviewed project deliverables, participated in stakeholder meetings, and participated in presentations to Disney staff.

Student Routing, WE Transport. *Engagement Manager* for the design, build and deployment of a Student Information System that helps WE Transport optimize their entire school bus network.

Lidar and Derived Products, NYC DoITT and NYC Mayor's Office of Recovery & Resiliency. *Engagement Manager* for citywide project to develop Lidar, Topobathy Lidar, a Digital Elevation Model, shoreline delineation, and a land cover dataset including the tree canopy.

NYC Planimetric Update and 3D Buildings, NYC DoITT. *Project Director* responsible for overseeing all aspects of this data conversion project. Advised on technical deliverables and provided management support for client and photogrammetry subconsultant. Created the first of kind, 3D massing model of 1M+ buildings in CityGML 1.5 LOD (level of detail).

SPEED 2.0 Portal, New York City Mayor's Office of Environmental Remediation. *Client Satisfaction* capacity working with OER on the next generation SPEED (Searchable Property Environmental E--Database) Portal designed to facilitate research and analysis of historical environmental information on thousands of vacant commercial/industrial properties in New York City.

CoreData, New York University Furman Center. *Engagement Manager* for a major project to re-architect, rebuild, improve existing workflows and add additional functionality to the center's Subsidized Housing Information Project (SHIP) database, an interactive citywide Web portal for New York presenting maps, charts, tables and information on subsidized affordable rental housing units and neighborhood information at the city, borough, and neighborhood-level, such as demographics, rates of foreclosures, education levels, etc.

Planimetric Data (2015) Update and 3D Building Modeling, NYC DoITT. *Project Director* responsible for overseeing all aspects of this data conversion project. Advised on technical deliverables and provided management support for client and photogrammetry subconsultant, Cyient.

Environmental Project Information Center, New York City Mayor's Office of Environmental Remediation. *Project Director* working with the Mayor's Office to create a system to assist with the management and monitoring of environmental remediation projects.

MyCommunity, New York City Mayor's Office of Environmental Remediation. *Project Director* working with the Mayor's Office to create technology to improve communication between OER, community groups, consultants and City agencies.

Planimetric Data (2011) Update, NYC DoITT. *Project Director* responsible for overseeing all aspects of this data conversion project. Advised on technical deliverables and provided management support for client and photogrammetry subconsultant.

Nathan Tate, CSM

Cloud Engineer

Nate is an experienced Cloud and Application Development team leader who has worked on numerous projects with a wide range of public and private sector clients throughout the US delivering quality solutions leveraging a variety of technology across multiple platforms. His work on these projects aids clients in managing data as an asset within their organization and providing them with the tools to meet and sustain their long-term goals. Nate has experience in all phases of application and solution delivery from inception and roadmap planning to discovery and design, through development and implementation and onto long-term operations, maintenance, and support. Nate is passionate about leveraging agile practices and bringing people together to deliver forward-thinking solutions.

KEY EXPERTISE

- ✓ Manages and consults on numerous custom application development, data analytics and systems integration projects
- ✓ Delivers consulting services and manages project teams via project discoveries and needs assessments
- ✓ Provides cloud and GIS industry best practices for local, state, federal and NGOs.
- ✓ Specializes in value engineering cloud implementations and migrations for organizations
- ✓ Collaborates with clients on business analysis and workflow design to develop requirements for custom applications and systems integrations
- ✓ Strategic planning, specializing in delivery frameworks for data and analytics and agile application development for client organizations
- ✓ Provides consulting and recommendations on using technology to solve business process / workflow challenges
- ✓ Plans and manages integration of GIS with other information technology systems
- ✓ Manages numerous application development and managed services projects
- ✓ Consults clients on managed services, disaster recovery planning and cloud service offerings

SELECT PROJECT EXPERIENCE

GIS Managed Services and Cloud Migration, Philadelphia Gas Works (PGW), Philadelphia, PA. *Implementation Lead.* PGW selected Timmons Group to help design, implement and support their new cloud-based enterprise GIS. The goal is to design, deploy and then manage an AWS cloud-hosted solution that houses PGW's GIS data and services using PGW's existing Esri software. PGW's GIS System is comprised of virtual servers, relational database management systems, commercial off-the-shelf (COTS) web applications, custom web applications, custom automated processes, and data integrations. These components needed to be considered prior to the migration of the PGW



EDUCATION

Bachelor of Science, Computer Science, Virginia Commonwealth University, 2007

EXPERIENCE

16 Years

TECHNICAL SKILLS

Software and Solution Architecture: AWS, Azure, secure application development (web and mobile), data lakes, data warehouses, cloud platforms for analytics, physical infrastructure and networking, disaster recovery planning

GIS: ArcGIS Enterprise (Portal, Server, and Data Store), ArcGIS Online

Languages/ Frameworks: Microsoft .NET / ASP .NET MVC, C#, SQL, HTML/JS/CSS, Powershell, custom integrations with third-party solutions

SDLC: Agile and Waterfall

CERTIFICATIONS

Certified Scrum Master, 2018
AWS Certified Cloud Practitioner, 2020

GIS system to the AWS cloud. On this project Nate specialized in crafting and implementing effective technology solutions tailored to specific business needs. His expertise lies in seamlessly aligning business requirements with advanced technical frameworks, ensuring the development of optimal system architectures in accordance with organizational goals and industry standards.

Enterprise GIS Implementation and Data Management, Caltrans, Sacramento, CA. *Implementation Lead.* Timmons Group was selected to help Caltrans establish new data management best practices within its geospatial Services Oriented Architectures (SOA). Caltrans is seeking to organize its GIS software, data, applications, workflows, stewardship/governance, and maintenance. The overall project goal was to enable workflow automation and produce a GIS RoadMap Plan that defines the critical path and steps necessary for the continued development and implementation of a GIS that will improve Agency productivity and service. On this project Nate specialized in crafting and implementing effective technology solutions tailored to specific business needs. His expertise lies in seamlessly aligning business requirements with advanced technical frameworks, ensuring the development of optimal system architectures in accordance with organizational goals and industry standards..

GIS Support Services, Nevada Department of Transportation (NDOT), Carson City, NV. *Development and Support Manager.* The NDOT onsite GIS infrastructure support project involves many of the following activities at the request of the client: the initial GIS System Architecture design, assisting in configuration of servers, and installing and configuring GIS software for client and server-side hardware. Specific Timmons Group personnel assisted with day-to-day activities such as development of professional documentation, resolving GIS issues, design and administration of NDOT ArcGIS Online site, and participation in the DOT Agile processes. Multiple python automation scripts were created for assisting in nightly and weekly geodatabase maintenance involving reconcile/post procedures, replica synchronization, and geodatabase compression routines. On this project Nate specialized in crafting and implementing effective technology solutions tailored to specific business needs. His expertise lies in seamlessly aligning business requirements with advanced technical frameworks, ensuring the development of optimal system architectures in accordance with organizational goals and industry standards..

TerraTrac, Virginia Outdoors Foundation (VOF), Richmond, VA. *Implementation Lead.* Timmons Group worked with VOF to develop a web-based application called TerraTrac. Integrated with a Customer Relationship Management (CRM) system, Document Management system, and GIS, TerraTrac allows VOF easement and stewardship staff to track and manage critical enterprise land conservation data. TerraTrac eliminated data duplication issues and many manual processes. VOF staff now have the tools they need to improve customer interactions, enter data and content in a standardize workflow, manage a variety of projects, be confident in the data and statuses of issues and projects, and easily compile and report information. TerraTrac has made VOF's work to manage protected open space more efficient, consistent, strategic, and accessible. On this project Nate specialized in crafting and implementing effective technology solutions tailored to specific business needs. His expertise lies in seamlessly aligning business requirements with advanced technical frameworks, ensuring the development of optimal system architectures in accordance with organizational goals and industry standards.

Wisconsin Forest Inventory and Reporting System (WisFIRS), Wisconsin Department of Natural Resources. *Implementation Lead* WisFIRS is a web-based set of tools for collecting, mapping, planning, and managing forest information, or reconnaissance, at a stand level. These tools allow forest managers to plan and schedule forest treatments including site preparation, thinning and harvests, insect and disease treatments, and tree planting. In 2018, Timmons Group performed requirements gathering and full implementation of a rewrite of WisFIRS to upgrade the application from the ArcGIS JS Version 3.x API to the ArcGIS JS Version 4.x API. Additionally, as part of this rewrite, several enhancements were added to support advanced custom map printing, in-browser vertex editing, vertex snapping, and custom GIS service uploads. On this project Nate specialized in crafting and implementing effective technology solutions tailored to specific business needs. His expertise lies in seamlessly aligning business requirements with advanced technical frameworks, ensuring the development of optimal system architectures in accordance with organizational goals and industry standards..

Mapping Consultant Services, Arizona Independent Redistricting Commission. *Implementation Lead.* Timmons Group teamed with NDC to provide mapping and subject matter expert services for the Commission to redraw Arizona's Congressional and Legislative Maps. Key to this important project are well managed public hearings, cloud deployment of Esri's Redistricting Solution, data management, and redistricting expertise. On this project Nate specialized in crafting and implementing effective technology solutions tailored to specific business needs. His expertise lies in seamlessly aligning

business requirements with advanced technical frameworks, ensuring the development of optimal system architectures in accordance with organizational goals and industry standards.

Smithtown Town-wide GIS, Suffolk, NY. *Implementation Lead.* Timmons Group assisted in the planning, development, and implementation of an Esri-based Enterprise. The system provided for a multi-user environment managed within the Town's Engineering Department offices, with the necessary elements in place to manage the data within a multi-user editing environment, and provide integration between the GIS and existing Building Department to Town Assessor databases. The system has the capability to enable Town staff easy access to the GIS at a multitude of user levels (Power user, maintainer, casual user, manager, etc.) within a browser-based framework (Portal), in a GIS-based web mapping application designed to provide access (at the staff level) assessment and planning level information reduce the overhead related to citizen requests, thereby further improving staff efficiency and productivity. On this project Nate specialized in crafting and implementing effective technology solutions tailored to specific business needs. His expertise lies in seamlessly aligning business requirements with advanced technical frameworks, ensuring the development of optimal system architectures in accordance with organizational goals and industry standards.

On-Call Task Order Pathways to Planning Phase 1 Discovery Task Order 30.1, Virginia Department of Transportation (VDOT), Richmond, VA. *Implementation Lead.* Timmons Group worked with VDOT on an initial "discovery" phase to refine the requirements envisioned for the Pathways to Planning tool. The discovery process allowed us to connect a technical team with VDOT's business users. Timmons Group took the time to understand VDOT's vision and objectives with the project, the users or personas, and the challenges TMPD is facing. This process allows the project team to become fully integrated with VDOT's team and become aligned on the project vision, objectives, and goals of the project. All of the deliverables produced from this discovery are invaluable for successful implementation of the Pathways to Planning project. On this project Nate specialized in crafting and implementing effective technology solutions tailored to specific business needs. His expertise lies in seamlessly aligning business requirements with advanced technical frameworks, ensuring the development of optimal system architectures in accordance with organizational goals and industry standards.

GIS Integrator 2.0 Web Application, VDOT, Richmond, VA. *Development and Support Manager.* Timmons Group performed a project for the Virginia Department of Transportation (VDOT) to develop a comprehensive GIS portal to incorporate all core transportation and CEDAR / environmental data for the agency. The portal is a web-based GIS analysis and mapping tool used by a wide variety of VDOT staff to support their business solutions. It is leveraged across all business from survey and design to long-range transportation planning. It is utilized in the central office for planning purposes and in the field to support operations and maintenance activities. On this project Nate specialized in crafting and implementing effective technology solutions tailored to specific business needs. His expertise lies in seamlessly aligning business requirements with advanced technical frameworks, ensuring the development of optimal system architectures in accordance with organizational goals and industry standards.

Matt Moore

Infrastructure Lead

Matt performs tasks related to systems management/administration, web administration, database administration and development, and applications development. Matt has worked on many systems architecture design, development, and implementation projects for federal, state, and local governments throughout the US. He is well versed in implementing Enterprise systems and has worked on projects using both custom and COTS applications.

KEY EXPERTISE

- ✓ Consults clients on managed services and cloud service offerings
- ✓ Consults on numerous custom application development projects
- ✓ Delivers consulting services via project discoveries and needs assessments
- ✓ Provides GIS industry best practices for local, state, and federal governments, and NGOs.
- ✓ Provides consulting and recommendations on using technology to solve business process / workflow challenges
- ✓ Plans and manages integration of GIS with other information technology systems
- ✓ Implements technical solutions and designs for enterprise GIS systems
- ✓ Deploys and manages server infrastructure in Cloud environments
- ✓ Develops scripts as needed to automate GIS workflows
- ✓ Manages Relational Database Management Systems (SQL Server/Postgres/PaaS offerings)
- ✓ Manages Active Directory as needed for Cloud environments
- ✓ Builds and manages web servers in Apache and Microsoft IIS

SELECT PROJECT EXPERIENCE

ArcGIS Enterprise Upgrade, Port Tampa Bay (PTB), FL. Infrastructure Lead
Timmons Group was tasked with upgrading PTB's ArcGIS Enterprise in such as way that daily work would continue unaffected. Our team reviewed the existing architecture, catalogued ArcGIS Server instances and GIS sites, catalogued GDBs and AGS services, upgraded the production database, built the server, configured ArcGIS Portal and ArcGIS Server, configured and deployed Web Tier applications and Web services, performed testing, upgraded the AWS Cloud environment, and provided maintenance, operations, and support services, along with additional ongoing GIS and software support.

ArcGIS System Architecture Upgrade, Spotsylvania County, VA.
Infrastructure Lead Spotsylvania County Enterprise GIS wanted to migrate from antiquated legacy physical servers to a new virtualized server environment that offered their team flexibility and scalability as needs within the department change. Spotsylvania County contracted with Timmons Group to provide strategic planning and technical support planning and implementation for the migration of their Enterprise GIS System to a new virtualized server environment. This included the design and installation, testing, documentation, and ongoing support of a new Enterprise GIS in the virtualized environment.



EDUCATION

Bachelor of Science, Geography, Information Technology focus, Old Dominion University, 2004

EXPERIENCE

20 Years

TECHNICAL SKILLS

Esri Enterprise System Design, AWS Services, ArcGIS Online, Python, SQL Server / Oracle, IIS 10x, 8.x, 7.x, 6.x, Apache Tomcat 2.2, 2.4, PHP, HTML, JSON, SSL & PKI Deployment, Adobe Flex Builder, XML, Action Script, Deployment of .NET and JavaScript web applications

CERTIFICATIONS

AWS Certified Cloud Practitioner
Esri Certified Enterprise System Design Associate
Esri Enterprise Geodata Management Professional

GIS Services, City of Albany, NY. *Systems Architect* The City required a team with advanced GIS skills to provide a wide spectrum of geospatial knowledge and decision-making. Our GIS project team is providing GIS technical support consulting services to assist the City with the management and maintenance of the City's GIS datasets.

Schema Consolidation and Utility Network Migration Planning, Anchorage Water and Wastewater Utility (AWWU), Anchorage, AK. *Systems Architect*. As a subcontractor to NSGIS, Timmons Group completed geodatabase schema consolidation planning and UN Migration Planning to assist AWWU in migrating various components of its Esri GIS to newer generations. Timmons Group examined the multiple GIS data schemas in use at AWWU, identified the duplication and redundancies, and created a roadmap for consolidating or removing unnecessary ones. Timmons Group presented a report estimating the effort necessary to make the changes to the database, as well as to dependent applications. As part of the overall UN migration plan, Matt spent time documenting future state architecture to support the Utility Network deployment. This documentation included network diagrams, solution design, and a step-by-step implementation plan that included all the necessary tasks from building servers to supporting the solution to final data migration efforts.

Utility Network Migration Plan, EPCOR, Phoenix, AZ. *Systems Architect*. Timmons Group (prime vendor) and Avineon (subcontractor) developed an implementation plan, costs, and project schedule for a later project to migrate from Esri's Local Government Information Model and ArcMap to Esri's Utility Network and ArcGIS Pro. The Timmons Group team reviewed EPCOR's existing GIS organizational, system architecture, and process management documents, including standard operating procedures for GIS and asset management activities. This background information helped the team engage with EPCOR staff and laid the foundation for topics addressed in the discovery workshops. The team facilitated these workshops and assisted EPCOR staff with reviewing and applying modeling concepts for the chosen domain networks (water, wastewater, and natural gas) with associated asset groups and types. The application of tier groups, subnetworks, network categories, network attributes, and associations were reviewed and configured in the data model to result in the best possible out-of-the box functionality across desktop, web, and mobile applications. The team documented EPCOR's current state and evaluated and defined its future state. As part of the overall UN migration plan, Matt documented the future state architecture to support the Utility Network deployment. This documentation included network diagrams, solution design, and a step-by-step implementation plan that included all the necessary tasks from building servers to supporting the solution to final data migration efforts.

Utility Network Implementation and Cityworks AMS Reconfiguration, Indio Water Authority, Riverside, CA. *Systems Architect*. Indio Water has selected Timmons Group for the migration of its Water Distribution geodatabase from Geometric Network to the Esri Utility Network model. Moving to the Utility Network platform will position Indio Water to effectively manage its water distribution assets into the future. In addition, we were tasked with reconfiguring Indio Water's Cityworks AMS solution to use Utility Network, including modifying Cityworks business processes to further create a more effective and efficient workflow. Matt worked directly with Indio Water upgrading its ArcGIS Enterprise deployment to version 10.9.1. This effort included proper documentation of the existing deployment, developing an upgrade plan, and performing all steps documented in the upgrade plan. This upgrade was focused on supporting the deployment of the latest version of the Utility Network.

Cityworks Services and Utility Network Implementation, Rogers Water Utilities, Rogers, AR. *Systems Architect*. Timmons Group worked with Rogers Water to implement Cityworks AMS & PLL. As a first Phase of the project, a plan was needed that would result in a short/long-term strategic plan for the implementation as it affected system architecture as well as a multitude of other existing City systems and planned software purchases. Timmons Group developed a strategic RoadMap based around maintenance work management, asset management, and community development activities. During the development of this strategic plan, our team reviewed the existing GIS, and Rogers Water decided to rebuild its GIS data model on the new Esri Utility Network data model. Part of this included the migration of legacy data into the new utility network data model. Subsequent phases of the project are ongoing, including the deployment of the enterprise GIS and the implementation of Cityworks AMS & PLL, the integration of several third-party applications to streamline business processes, and development of public facing applications for enhanced customer service. Matt was responsible for the design of the entire GIS Enterprise, to include Cityworks, ArcGIS Enterprise, and OnBase Plan Review. This implementation required roughly 10 new virtual servers to be built inside of both the City's DMZ and LAN networks.

Utility Network Data Readiness and Migration Strategic Plan, Orange Water and Sewer Authority (OWASA), Carrboro, NC. *Systems Architect* Timmons Group examined OWASA's current architecture and documented GIS integrations with other business systems. This included stakeholder meetings and interviews to ensure we had a full

understanding of the system. We then made recommendations for changes to the ArcGIS Enterprise deployment for it to support the Utility Network performantly. Our team assisted with the software implementation of these recommendations and reviewed and documented current GIS editing workflows and procedures. These were considered when making recommendations for the Utility Network Migration Plan. Further, Timmons Group conducted a GIS Data Readiness Assessment to guide OWASA's editors through data corrections prior to the Utility Network migration. Finally, we created the Utility Network Migration Plan document that included the documentation of the current state as well as recommendations for the migration project, including budget, schedule, and integration considerations. As part of the overall UN migration plan, Matt documented the future state architecture to support the Utility Network deployment. This documentation included network diagrams, solution design, and a step-by-step implementation plan that included all the necessary tasks from building servers to supporting the solution to final data migration efforts.

ArcGIS Enterprise Migration, Pennsylvania Game Commission (PGC), Harrisburg, PA. *Systems Architect* After performing a needs assessment for the agency, Timmons Group implemented the goals identified in the plan beginning with migrating to Esri's ArcGIS Enterprise technology platform. We accomplished this in four phases: Phase 1: Migration Implementation Planning and Preparation; Phase 2: Implementation Execution with Onsite Support; Phase 3: Documentation of the As-Deployed Solution; Phase 4: Plan for Ongoing Support and Maintenance.

ArcGIS Pro & UN Implementation, EPCOR, Phoenix. *Systems Architect* EPCOR contracted with Timmons Group (prime vendor) and Avineon (subcontractor) to implement the UN for their water, wastewater, and reuse water GIS data. Our team met with the EPCOR team and gathered project requirements and business needs to inform the customization of the UN data models, migration processes, and workflow tools. Timmons Group also provided recommendations and advice to guide the procurement and installation of servers and software for the UN environment.

Enterprise GIS Implementation and Data Management, Caltrans, Sacramento, CA *Systems Architect*. Timmons Group was selected to help Caltrans establish new data management best practices within its geospatial Services Oriented Architectures (SOA). Caltrans is seeking to organize its GIS software, data, applications, workflows, stewardship/governance, and maintenance. The overall project goal was to enable workflow automation and produce a GIS RoadMap Plan that defines the critical path and steps necessary for the continued development and implementation of a GIS that will improve Agency productivity and service.

GEOHub Conceptual System Design, Oregon Office of the State Chief Information Officer (OSCIO) Geospatial Enterprise Office (GEO) Salem, OR . *Systems Architect* Timmons Group was selected by the Oregon Office of the State Chief Information Officer (OSCIO) Geospatial Enterprise Office (GEO) to develop a GEOHub Conceptual System Design for the state. The purpose of the GEOHub project is to provide improved, transparent, shared data services to the stakeholders and enhance state business processes and practices. Across the Oregon geospatial enterprise, data and other information are managed in isolation, or silos, by unique organizations using varied data management tools for data quality, integration, governance and stewardship. GEOHub is the response to this situation.

GIS Support Services, Nevada Department of Transportation (NDOT), Carson City, NV *Systems Architect*. The Nevada DOT onsite GIS infrastructure support project involves many of the following activities at the request of the client: the initial GIS System Architecture design, assisting in configuration of servers, and installing and configuring GIS software for client and server-side hardware. Specific Timmons Group personnel assisted with day-to-day activities such as development of professional documentation, resolving GIS issues, design and administration of NDOT ArcGIS Online site, and participation in the DOT Agile processes. Multiple python automation scripts were created for assisting in nightly and weekly geodatabase maintenance involving reconcile/post procedures, replica synchronization, and geodatabase compression routines.

Enterprise GIS System Support, Tualatin Valley Soils and Water Conservation District, Washington, OR. *Systems Architect*. TVSWCD recently moved to a new office and established an ArcGIS Enterprise infrastructure. The TVSWCD contracted with Timmons Group to evaluate the current system and configuration to ensure that the system is set up in a streamlined and efficient manner. The TVSWCD desired to ensure that newer technologies such as ArcGIS Online and Collector for ArcGIS are configured to support existing and desire workflows.

Enterprise GIS (EGIS) Hosting, Port Tampa Bay (PTB), FL *Systems Architect* Timmons Group implemented and maintained the primary GIS environment for hosting data, map services, software, and licenses, providing ongoing and managed support services

Trae Timmerman

Cloud Engineer

Trae is a spatially minded, team oriented, professional with a strong grasp of foundational and advanced concepts which apply to geospatial technologies and related enterprise system administration and implementation.

KEY EXPERTISE

- ✓ Consults clients on managed services and cloud service offerings
- ✓ Consults on numerous custom application development projects
- ✓ Delivers consulting services via project discoveries and needs assessments
- ✓ Provides consulting and recommendations on using technology to solve business process / workflow challenges
- ✓ Plans and manages integration of GIS with other information technology systems
- ✓ Implements technical solutions and designs for enterprise GIS systems
- ✓ Deploys and manages server infrastructure in Cloud environments

SELECT PROJECT EXPERIENCE

GIS Managed Services and Cloud Migration, Philadelphia Gas Works (PGW), Philadelphia, PA. *Cloud Engineer* Philadelphia Gas Works (PGW) selected Timmons Group to help design, implement and support their new cloud-based enterprise GIS. The goal was to design, deploy and then manage an AWS cloud-hosted solution that houses PGW's GIS data and services using PGW's existing Esri software. PGW's GIS System is comprised of virtual servers, relational database management systems, commercial off-the-shelf (COTS) web applications, custom web applications, custom automated processes, and data integrations. These components needed to be considered prior to the migration of the PGW GIS system to the AWS cloud. Andy successfully administered the project management plan for the complete project lifecycle from solution planning, design, implementation, testing, and system support and maintenance (which is ongoing). As part of the overall UN migration plan, Trae spent time documenting future state architecture to support the Utility Network deployment. This documentation included network diagrams, solution design, and a step-by-step implementation plan that included all the necessary tasks from building servers to supporting the solution to final data migration efforts.

On-call GIS Services, Iowa Department of Transportation, Ames, IA. *Cloud Engineer* Timmons Group is providing enterprise GIS support services, including project management and administration, Esri GIS/FME/VertiGIS technical support services, system and application support, including maintaining system performance, monitoring system health, diagnosing and resolving technical issues, and implementing software upgrades and patches. Staff support includes guidance and training on GIS software tools, workflows, and best practices. Trae leveraged cloud technologies to enhance the efficiency, scalability and functionality for Iowa DOT's GIS System.



EDUCATION

Bachelor of Science,
Environmental Spatial Analysis,
University of North Carolina,
Oakwood, GA

EXPERIENCE

7 Years

CERTIFICATIONS

Esri Enterprise System Design
Professional

Esri Enterprise Geodata
Management Professional

AWS Certified Solutions Architect –
Associate

Esri Enterprise Administration
Professional

TECHNICAL SKILLS

Windows and Active Directory,
Debian and RedHat based
Enterprise Linux

Network Architecture and
Network/Application Load
Balancers

AWS and Azure
RDBMS (SQL, PostgreSQL,
Oracle, database as service
offerings)

Python (ArcPy, ArcGIS API, much
more)

ArcGIS Enterprise (Windows,
Linux, Kubernetes)

ArcGIS Server roles (GeoEvent,
Image, Notebook)

Enterprise GIS Program Support, Georgia Department of Transportation, Augusta, GA *Cloud Engineer* Timmons Group is providing as-needed Enterprise GIS Program Support, including tasks related to an ArcGIS Enterprise deployment, Esri Roads and Highways support from Desktop to Pro migration, and infrastructure and Esri upgrades support. Trae worked on implementing, maintaining and optimizing GIS solutions in the cloud environment.

Enterprise GIS Technology System Support and Development, California Department of Transportation (Caltrans), Sacramento, CA. *Cloud Engineer* Timmons Group is providing maintenance and operations (M&O) support for Caltrans enterprise GIS infrastructure. Optimizing and scaling up the GIS platform architecture is necessary to satisfy the demands for geospatial technologies to meet organizational business needs. Trae worked on implementing, maintaining and optimizing GIS solutions in the cloud environment.

EXPERIENCE PRIOR TO TIMMONS GROUP

NewEdge Services, LLC (4/2022-12/2023) **Geospatial Systems Architect**

- Administration of AWS environment supporting 21 hosted ArcGIS Enterprise and or Cityworks deployments
- Deploying VPC, EC2, RDS, etc. AWS infrastructure for new cloud-hosted ArcGIS Enterprise and Cityworks deployments
- Designing and implementing observability solutions for cloud-hosted infrastructure and applications and resource cost
- Designing, architecting, and implementing on-premises ArcGIS Enterprise based on client needs
- Migrating, upgrading, and optimizing on-premises ArcGIS Enterprise and RDBMS systems
- Development of Python scripts and tools for administration and maintenance of ArcGIS Enterprise and Enterprise Geodatabases
- Defining and adhering to project scope, scheduling, and milestones

Esri (11/2020-4/2022) **ArcGIS Enterprise Support Analyst/Specialist**

- Learn new facets of ArcGIS Enterprise technologies by referencing external and internal documentation, hands-on testing, and collaboration to expedite resolutions
- Effectively managing time and resources to prioritize research and testing based on priority, entitlement, and situational urgency
- Effectively communicating highly nuanced technical issues to customers with varying levels of technical expertise
- Identify defects; thoroughly document and test accordingly to inform future product development
- Review architecture diagrams to identify misconfigurations and provide advice regarding best practices and risk mitigation
- Occasionally collaborate with other teams to ensure a high-quality customer experience

Environmental Consultants, Inc (6/2020-11/2020) **GIS Forester**

- Leverage advanced spatial analysis and SQL queries to assist foresters to improve operational efficiency using data
- Development of Power BI dashboards and reports to assist upper management and stakeholders with tracking progress using data visualization techniques

- Replacing legacy macro-enabled Excel reports and workflows using Office 365 Power Automate, Power BI, Python, and any other tools available

Athens-Clarke County Public, Department (4/2018-5/2020)
GIS Forester

- Administration and maintenance of GIS
- Portal for ArcGIS and ArcGIS Online administration
- Cityworks administration
- Implementation and training of real-time survey grade GNSS
- Writing custom Python scripts to automate routine workflows and administrative tasks in ArcGIS Enterprise and ArcGIS Online

Gwinnett County, Water Resources (6/2017-4/2018)
GIS Associate II

Dewberry (1/2017-6/2017)
GIS Professional I

Gwinnett County, Water Resources (8/2016-1/2017)
GIS Mapping Intern

PROJECT APPROACH

PHASE ONE: UPGRADES/ ON-BOARDING

Overview of ArcGIS Upgrade Approach

Our team proposes to build a new separate GIS environment with the target version of ArcGIS Enterprise and migrate data and services into the new environment rather than attempting to upgrade in place. This approach reduces risk as it affords ample time for testing and evaluation before the production cutover to the upgraded environment. This approach also provides updated operating systems further reducing risk and ensuring the operating system will be fully supported for the anticipated life of the GIS environment.

We will work with the City to plan both the COM and MMC environment migrations. These can happen in parallel or independently based on what works best for the City. The following sections detail our proposed approach for Phase One.

Phase One Communications Plan

Timmons Group will maintain procedures throughout the project for tracking and reporting progress. We will establish a dedicated, secure online project portal that provides centralized, on-demand access to project documents and status. Our approach to project management is very “hands-on” and will support constant communication to minimize project risk, remove impediments to progress, and ensure that we are delivering the best possible solution. Standard project management documents that will be posted to the project portal include status reports (MS Word), current and past versions of the project work plan (Smartsheet), key project decision log, risk register and a task/action item log. During Phase One, our project manager will provide the City with a project status report that documents the activities performed during the previous month. At a minimum, the report shall address the following:

- Status of all tasks
- Deliverable status
- Configuration status
- Forecasted Deliverable status for the next reporting period
- Resource status for the project, including staff utilization
- Schedule status for the project including task status, milestones completed, phases completed, schedule trends and schedule summary

Project Communications Processes

Shown below is a summary table of our project communications/reporting methods followed by details of each method.

Reporting Method/ Responsibility	Focus	Participants
Project Kick-off Meeting Responsibility: Project Manager	Establish the necessary Project Management protocols to be adhered to by team members. The Meeting will focus on: Team introductions Deliverables Overview Roles and Responsibilities Project Schedule and Milestones	Project Manager and Key Stakeholders
Project Website Responsibility: Project Manager	This website will provide a repository for project documents, project status, and issue tracking. Project staff assigned to this project will have the ability to access, post, and edit on the site.	Project Manager

Reporting Method/ Responsibility	Focus	Participants
Weekly Project Team Coordination Responsibility: Project Manager	Weekly report of work in progress including completed tasks; planned tasks; and anticipated conflicts. Our Project Manager will review these reports and meet with the project team members to determine and schedule the required actions.	Project Manager
Weekly Status Reports Responsibility: Project Manager	Each report will detail significant progress made during the previous time period; activities planned for the current time period; and project issues that require resolution	Project Manager and occasional technical staff as needed
Monthly Milestone Meetings Responsibility: Project Manager	Overall project direction, performance, and progress.	Project Manager and Key Stakeholders
Project Change Control Process Responsibility: Project Manager	A change management process that provides a structured, planned approach to identifying, approving, and implementing changes affecting schedule, costs, and scope	Project Manager

PROJECT KICK-OFF MEETING

On notice to proceed, we convene a project kick-off meeting. This meeting is orchestrated by the Project Manager and includes participation from Key project stakeholders and client staff. The meeting focuses on:

- Team introductions
- Deliverables Overview
- Roles and Responsibilities
- Project Schedule and Milestones

WEEKLY PROJECT COORDINATION MEETINGS

Project team members provide our Project Manager with weekly status reports detailing the work in progress, including completed tasks; planned tasks; and anticipated conflicts. Our Project Manager reviews these reports and meets with the project team members to determine and schedule the required actions. Discussion topics are logged and made available to all team members.

PROJECT SCHEDULE COORDINATION

Project scheduling and task management is proactively monitored using Microsoft Project software. Project schedules, tasks, deliverables, and milestones are continuously monitored and adjusted as required. An updated project schedule is made available to all interested parties.

PROJECT PROGRESS REPORT

Our Project Manager provides the client's Project Manager with a written weekly or bi-weekly status report, the frequency of which depends on the client's needs. Each report details significant progress made during the previous month; activities planned for the current month; and project issues requiring resolution.

PROJECT STATUS REPORT	
Project Name	<<project name here>>
Report Date	<<report date>>
Report Period	<<report period>>
Submitted To	<<client project manager>>
Submitted By	<<TG project manager>>
Other	<<other notes>>

Summary of accomplishments since last report
▪ <<item>> ▪ <<item>> ▪ <<item>> ▪ <<item>>

Summary of items to accomplish next
▪ <<item>> ▪ <<item>> ▪ <<item>> ▪ <<item>>

Outstanding issues, action items, other comments
▪ <<item>> ▪ <<item>> ▪ <<item>> ▪ <<item>>

DISCOVERY

Our team starts every new ArcGIS Enterprise engagement with a Discovery effort to better understand the details and complexities of the organization's custom ArcGIS Enterprise deployment. Our team will facilitate a detailed review of the current architecture, existing AWS accounts, the City's own GIS processes and IT standards to fully inform us of all expectations for the upcoming ArcGIS upgrade deployment.

Our team will also catalog all geodatabases, feature and map services, web applications, and other current system configurations and dependencies required to support the current GIS system.

Technical Design & Upgrade Migration Planning

Evaluate existing security

Timmons Group will conduct a security review with the City's technical resources to ensure that the design of any components meets current standards and requirements. If the City has standards in place for such reviews, Timmons Group will work with the City using that framework. Often, our security reviews rely on AWS Well-Architected Framework Review, Esri's best practices and implementation guidelines, our own best practices, and Open Web Application Security Project (OWASP) principles.

Evaluate existing usage of EC2's

Our team will work with the City to evaluate existing EC2 utilization and potential cost optimizations leveraging CloudWatch metrics and AWS Billing and Cost Management tools. As part of this recommendation, we will also evaluate newer generations of the current EC2 instance types.

Finalize Technical Design

Our team will use the information collected in Discovery to finalize the technical designs for the new upgraded GIS environment and review these designs with the City.

Upgrade Migration Planning

With both current and future state known and documented our team will develop a migration plan for the upgrade. The migration plan will include details on the environment system requirements, target ArcGIS version and components to be deployed, data migration plan, configuration and customization details, high-level test plan, and a detailed go-live plan with a scheduled migration window outside normal business hours and less than a four-hour duration.

Upgrade ArcGIS Enterprise

Upgrade ArcGIS Enterprise from 10.9.1 to 11.2

Our team proposes standing up a new ArcGIS Enterprise 11.2 environment with the latest version of Windows Server. Configuring the new multimachine ArcGIS Enterprise base deployment along with the other required ArcGIS components. The base deployment will cover needs for upgrading the City's COM GIS environment and an additional ArcGIS Server instance will be deployed to support the MMC GIS environment. This will include changing the existing setup from a stand-alone ArcGIS Server instance to a federated server instance within ArcGIS Enterprise.

Upgrade to SQL Server 2022

Our team proposes leveraging AWS RDS SQL Server 2022 for the City's new ArcGIS Enterprise environment. RDS helps improve database uptime and resiliency as well as simplifies database backup and recovery processes. Our team will update the existing SQL Server Enterprise Geodatabase from 2017 to 2022. Our team will plan and execute the data migration from the existing SQL Server instance to the new SQL Server 2022 instance. An initial data migration and upgrade will occur to support testing and a final data migration refresh will occur when it is time to cutover to the new ArcGIS Enterprise environment.

Create and implement disaster recovery protocol for the site

Our team will work with the City to develop and implement a backup and disaster recovery plan for the new GIS environment. More details on our framework for disaster recovery can be found in the Section titled [BACKUP & RETENTION PLAN](#) below.

Active Directory/ Single Sign-On Implementation

Our team recommends the City leverage its existing AzureAD or Okta solution as the Identity Provider (IdP) for ArcGIS Enterprise. Our team will configure the selected IdP with ArcGIS Web-tier authentication to enable single sign-on (SSO) for GIS users and administrators.

ArcGIS Enterprise does not include built-in tools that can automatically recreate your server security settings using the ArcGIS Enterprise security model. Once SSO is configured, the City will need to migrate over previous ArcGIS user accounts to use the SSO accounts, recreate and reassign roles to the new SSO accounts so that users can access the appropriate map and feature services as well as web applications.

A typical security pattern for Timmons Group is summarized below:

Summary System Security	
Security Control	Description
Authentication	Single Sign-On (SSO) via SAML integration with Enterprise Identity Management System
User Store	Enterprise Identity Management System
Role Store	Built-in
User Provisioning	Enterprise Identity Management System
GIS Services Access	Federated security to GIS Portal groups
GIS Portal Access	Portal for ArcGIS: Domain Accounts and RBAC via group membership

Move an ArcGIS Server from another AWS site to City's AWS site.

Our team will work with the City to migrate the Mobile Mapping Consortium's (MMC) current ArcGIS Server deployment to the City's new ArcGIS Enterprise environment and federate with ArcGIS Enterprise. Our team will also migrate the approximately 1.8TB of raster data from the MMC S3 bucket to a new S3 bucket in the City's AWS account.

Testing, Final Documentation, Go Live, and Onboarding

System Testing

Proper system testing is required to ensure the proposed solution meets all expectations and performance criteria established with the City. Our testing includes scanning the ArcGIS Server for security best practices to validate that the GIS environment is properly secured by using Esri's serverScan.py Python script tool, which analyzes many criteria or configuration properties.

Verify integrations with third-party SaaS solutions

Our team will follow the test plan developed during the Upgrade Migration Planning stage to test and verify integration with Tyler EPL and Nexgen EAM. If needed, our team will remedy any issues on the GIS side uncovered during integration testing. Our team will document the test results and provide these to the City.

Onboard City GIS Staff to ArcGIS Enterprise 11.2

Our team will work to onboard City GIS administrators to ArcGIS Enterprise 11.2 security and user administration functions as well as how to publish map documents to the federated server instances.

Decommission Legacy Environments

Our team will work with the City to take final backups of the legacy GIS environments once they are no longer in use. Once backups are completed and copied to a location where they can be retained securely, our team will work with the City to terminate the old AWS EC2 instances and associated resources and services so that the City will not continue to be billed by AWS for these services.

PHASE TWO: MAINTENANCE

Phase Two Communications Plan

In Phase Two Maintenance, our team will continue to work hands-on with the City to plan and execute ongoing operations and maintenance of the new GIS environment. Our team will continue to leverage the online project portal for centralized documentation, task tracking and management, as well as supporting constant communication across multiple discussion threads when needed. Our project manager will continue to provide monthly/quarterly status reports to the City. At a minimum, these reports will include the following for the previous reporting period:

- Status of all tasks
- List of open tickets/discussion items
- Summary of performance metrics (system stability, availability, and responsiveness)
- Summary of Managed Services SLA performance

24/7 Support, Response and Recovery Timelines

Our team makes every effort to design, build and proactively maintain cloud solutions to minimize downtime. While we can't guarantee systems won't encounter issues after hours, we aim to reduce these occurrences through proper change management and automation to self-heal in many situations. For times when this proactive approach to operational excellence just isn't enough, our online support portal is available 24x7.

Timmons Group can provide a Service Level Agreement (SLA) that specifies system uptime, response times, resolution times, and recovery times. To meet the City's needs we propose the following SLA parameters.

Severity Code	Definition
1	A problem on the cloud managed by Timmons Group has made a critical function unusable or unavailable and no workaround exists, impacting business productivity.
2	A problem on the managed cloud by Timmons Group has made a critical function unusable or unavailable but a workaround exists. OR A problem on the cloud managed by Timmons Group has made an important function unusable or unavailable and no workaround exists, impacting business productivity.
3	A problem on the cloud managed by Timmons Group has diminished critical or important functionality or performance but the functionality still performs as specified in the user documentation.
4	A problem on the cloud managed by Timmons Group has diminished supportive functionality or performance.

Response and Resolution Times

Severity Codes are used to determine appropriate response and resolution times. Response and resolution times are measured from when the incident is opened by the City. If the problem is not resolved within the defined timeframe, continuous effort will be applied until the problem is resolved. If the problem is resolved before the Subsequent Response timeframe, Timmons will notify the City after the fix is completed.

Response and resolution times in the table below are based on a Principal Period of Service ("PPS"). The PPS is a ten-hour continuous daily period between the hours of 7:00 AM and 5:00 PM, local time, for the City, Monday through Friday.

Severity Code	Estimation Response	Subsequent Response	Resolution
1	2 hours	Every 30 minutes	4 hours
2	2 hours	Every 2 hours	8 hours
3	8 hours	Every 4 hours	4 calendar days
4	Next business day	Weekly	20 calendar days

- **Estimation Response** is when the City GIS staff that logged the ticket is informed of an estimated resolution time.
- **Subsequent Responses** is the frequency with which the GIS user that logged the ticket is updated on the resolution status.
- **Resolution** is the point at which the problem is resolved, and the system is returned to a usable and available state.

Frequency of OS Updates and Patches

Timmons Group recommends a weekly maintenance window for applying patches and updates. This will help ensure operating system and database updates happen routinely and soon after being made available to apply. Typically, updates are released once per month.

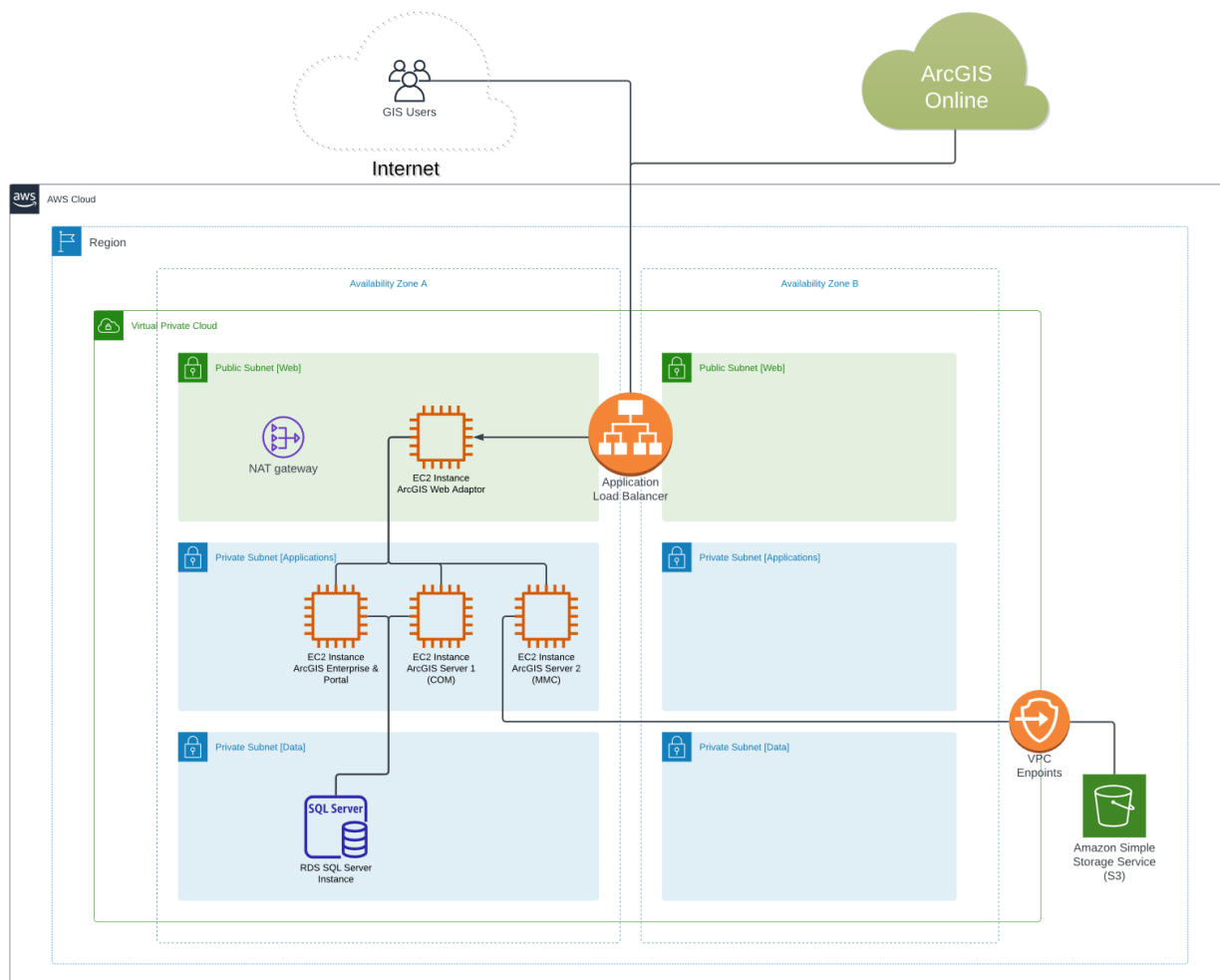
In addition to updating and patching the underlying infrastructure, Timmons Group recommends applying updates from Esri monthly. Testing updates from Esri in a lower environment is a recommended best practice to follow whenever possible. Our team will utilize the patchnotification utility from Esri to check for, download and apply the appropriate patches from Esri.

Issue Monitoring & Notification Protocol

During Phase Two, our team will utilize an online ticket tracking tool to consume automated and manual operational alerts, track triage and investigate and plan for remediation. This list and associated action items and tasked will be managed through the ticketing system and reports can be generated to summarize monthly activities. We can configure notifications for operational alarms to copy City GIS staff who want to be alerted of any potential issues as soon as an alert threshold is crossed, or we can manually notify City GIS Staff if a severity 1 issue is confirmed following the investigation and triage of an automated alert. The City will also have access to any CloudWatch dashboards to monitor the environment in real-time if desired.

CLOUD ENVIRONMENT DIAGRAM

Our cloud architectures are designed “*with and for*” our clients with client input. These architectures can scale up or down according to the number of environments needed (DEV, TST, PRD) and wherever the production environment will be designed in a High-Availability (HA) configuration. Below is our proposed cloud environment diagram for the City based on AWS best practices and Esri’s ArcGIS Enterprise multimachine base deployment.



Our proposed architecture is flexible and adaptable to the City's needs. We recommend following an n-tier web application architecture for ArcGIS Enterprise where networking is divided logically between web, application and data tiers. Only the web tier is a public subnet, the web tier can communicate with the application tier in a private subnet, and the application tier can communicate with the data tier in a separate private subnet.

Our base AWS infrastructure deployment will provision networking across two AWS availability zones. This level of networking doesn't add additional cost and is often required by some AWS services such as the application load balancer and is always part of best practices from the AWS Well Architected Framework. The network in Availability Zone (AZ) B can be leveraged for traditional backup and restore disaster recovery strategy should AZ-A encounter issues or in the future the City can leverage AZ-B to support expanding to an ArcGIS Enterprise High Availability (HA) deployment.

BACKUP AND RETENTION PLAN

Timmons Group provides fully managed hosted solutions on Amazon Web Services (AWS). Utilizing AWS provides exceptional tools and resilient storage mediums to fit just about any backup and recovery need and budget. Our disaster recovery (DR) framework is composed of two main phases, preparation, and recovery.

Leveraging our framework, we work with our clients to understand their needs and business risks to define recovery objectives. Two components of recovery objectives are recovery time objective (RTO), defined as the time it takes after a disruption to restore a business process to its service level, and recovery point objective (RPO), which is defined as the acceptable amount of data loss measured in time.

Timmons Group will explore the city City's RTO and RPO to determine the balance between down time and data loss:

- Recovery Time Objective (RTO): How long can we afford to be out of business?
- Recovery Point Objective (RPO): How much data can we afford to lose?
- What is the most important to us: RTO, RPO or budget?

Timmons Group typical RTO and RPO are defined below:

Objective	Measure	Accomplished by
RTO	72 hours	To accomplish this RTO, all infrastructure and solution components will utilize automated deployment processes, artifacts and automation scripts will be stored in multiple geographic regions, and processes for disaster recovery will be tested to ensure if the primary availability zone (data center) and primary region are no longer available the RTO can still be met.
RPO	1 hour	To accomplish this RPO, database transaction logs will be copied at up to 5-minute intervals to a high availability (uptime 99.95%) and highly durable storage medium (durability 99.999999999%). All transactional data will be stored in the database, and non-transactional output such as reports, and logs will be stored to a highly durable medium. Regular tests will be conducted to ensure point-in-time recovery meets the RPO.
SLA	97% uptime	To achieve this SLA, we will leverage public cloud solution providers and services that provide 99.95% uptime SLAs for the solution's underlying cloud infrastructure and the solution will be designed such that no critical component relies on more than 5 underlying cloud services.

With clearly defined recovery objectives in place, we evaluate and select the best strategy, e.g. traditional backup and restore, pilot light for quick recovery, warm standby, and high availability multi-region deployment. We follow our framework for preparation to design and implement the strategy using automated processes including testing, monitoring, and alerting.

Recovery

Following the Preparation Phase, we exercise the Recovery Phase frequently to provide assurances these processes operate as designed and measure RPO and RTO to ensure these objectives are successfully met. As with all our software delivery frameworks and processes, we continually monitor and test for issues with our backup and recovery implementations. Evaluating performance often provides frequent feedback loops enabling our team to adapt and continually improve our solutions.

Achieving Recovery Point and Time Objectives

AWS Assurances and SLAs

AWS provides world-class services in their cloud that routinely undergo third-party audits, continuous improvement cycles, and rigorous testing. More info can be found on the AWS website:

- <https://aws.amazon.com/compliance/programs/>
- <https://aws.amazon.com/compliance/data-center/data-centers/>
- <https://aws.amazon.com/compliance/soc-faqs/>

Recommended DR Strategies

AWS Well-Architected Framework provides in-depth, best practice guidance for architecting reliable systems. Timmons Group has experience with this framework and has incorporated many of the best practices in our implementations. The design principles for Reliability are test recovery procedures, automatically recover from failure, scale horizontally to increase aggregate system availability, stop guessing capacity, and manage change in automation.

Based on the City's requirements provided in the RFP, Timmons Group is proposing to implement a traditional backup and restore disaster recovery strategy. Other strategies are included below for reference only. These additional strategies should be built on top of a traditional backup and restore strategy as business needs evolve.

TRADITIONAL BACKUP AND RESTORE

Leveraging cloud services that enable durable and secure storage of snapshots for local drives is a more traditional strategy in that data volumes are frequently copied to another independent storage medium at a facility different from where normal operations are performed.

PILOT LIGHT FOR QUICK RECOVERY

A minimal version of an environment is always running in the cloud. The idea of the pilot light is an analogy that comes from the gas heater. In a gas heater, a small flame that's always on can quickly ignite the entire furnace to heat up a house.

WARM STANDBY

A scaled-down version of a fully functional environment is always running in the cloud. A warm standby solution extends the pilot light elements and preparation. It further decreases the recovery time because some services are always running. By identifying your business-critical systems, you can fully duplicate these systems on AWS and have them always on.

HIGH AVAILABILITY MULTI-REGION DEPLOYMENT

Applications deployed on AWS have multi-site capability using multiple Availability Zones. Availability Zones are distinct locations that are engineered to be insulated from each other. They provide inexpensive, low-latency network connectivity within the same geographical region.

DR Implementation Approach

MONITORING

Health checks at all layers, including DNS health at AWS Region level, and on KPIs; alerts sent when configured alarms are tripped; alerting on all failures. Operational metrics to detect trends and manage design goals. Amazon CloudWatch aggregates metrics and logs from both applications and resources running on the cloud platform. Many AWS resources automatically report general metrics at regular 5-minute intervals with the ability to send custom resource logs and metrics at even finer granularity and detail. These metrics can perform actions such as restoring a failing instance, notifying support staff of failing or degraded performance of resources, and horizontally scaling out resources in response to increased demand.

ADAPTING TO CHANGES

ALB/ELB for web and auto-scaling and load balancing at the application tier; resizing RDS for adapting to changes on demand.

DEPLOYING CHANGES

Timmons Group recommends following AWS best practices for deploying changes to cloud infrastructure. These practices include automation, creation of identical environments for predictable and testable outcomes to changes, automatic recovery from failure and rolling back failed changes. These practices can dramatically reduce system downtime and risk to the organization while increasing agility and ultimately delivering more business value.

Timmons Group proposes utilizing our existing Cloud Formation Templates (CFTs) to automate the provisioning and configuration of infrastructure on AWS. Our team will provide the City with a copy of all CFTs utilized and maintain these CFTs for deploying changes to the environment. CFTs will also be managed and stored (without secrets) in our source code repository for version management.

BACKUPS

Automated backups in each AWS Region via RDS to meet RPO and automated restoration. AWS offers point-in-time (PiT) snapshots stored in their highly durable Amazon S3 service. Automation and auditing of the backup process involves a combination of serverless functions, Amazon Lambda, executing backup events to both virtual machine disks and relational databases and notification systems, Amazon CloudWatch and Amazon SNS, to capture the output of the functions for both success or failure to alert support staff of these operations via email.

Our team can also utilize or incorporate third party backup solutions into DR strategies to meet requirements and be consistent with organizational standards.

IMPLEMENTING RESILIENCY

Implemented fault isolation zones for the application; auto-scaling to provide self-healing web and application tier, and the database can be deployed via RDS as a Multi-AZ service with automatic failover.

TESTING RESILIENCY

Component and isolation zone fault testing is incorporated in protocols and practiced with operational staff; playbooks exist for diagnosing unknown problems; and a Root Cause Analysis process exists with communication paths for what the problem was, and how it was corrected or prevented.

DISASTER RECOVERY

Our primary recovery mechanisms are built into the infrastructure design by deploying and leveraging resources across multiple availability zones to increase fault tolerance. Utilizing infrastructure resources that have multiple health checks that can trigger healthy/unhealthy status and repair themselves if they are found to be in an unhealthy state is the first line of defense. Services that provide this functionality include:

- Autoscaling groups to monitor current capacity vs. demand as well as health checks which can remove and rebuild unhealthy instances
- RDS failover, with replication between two AWS Availability zones RDS will automatically failover to the healthy standby RDS instance. Single zone deployment involves a manually initiated RDS backup restoration to an available AZ.
- Elastic Beanstalk to rebuild environments for rolling deployments or to create an application stack in another region in response to a disaster affecting the current production region.
- CloudWatch Events to ensure recovery processes are working as intended and the restored solution is in a healthy state.

When a resource cannot self-heal then alerts to support staff will identify degraded or failed resources to be backed up from CloudFormation templates or from snapshots. As well as customer requests to restore data back to a required PiT.

Additional Notes

Data Source Backup Operations:

ELASTIC BLOCK STORAGE VOLUMES (EBS):

- Data stored on volumes attached to instances that support the application are backed up every hour
- The initial snapshot of each volume will capture all data on volume and then each incremental snapshot captures any data changes on disk in an incremental fashion
- Completion of the snapshot creation will trigger a second function to copy these snapshots to a second geographical region should there be a significant impact to all availability zones in the primary region*optional*
- Restoration of the volume can occur from any incremental snapshot and restored to the functional instance as requested by the customer

Relational Database Services (RDS):

- Entire database instance snapshots are taken daily during a defined backup window
- All transactional logs are aggregated and stored in Amazon S3 every 5 minutes allowing for RPO as low as 10 minutes

- Automated backups are created by the service and can be retained for up to 35 days
- To extend the retention beyond 35 days we employ routine manual snapshots on a weekly basis that can be retained for any determined amount of time
- Completion of the snapshot creation will trigger a second function to copy these snapshots to a second geographical region should there be a significant impact to all availability zones in the primary region*optional*
- Restoration of the instance to a new instance can occur from any incremental snapshot as requested by the customer

Infrastructure Backup Operations:

Amazon Machine Images (AMI) snapshots will be taken daily to capture the entire system state and will be tagged with the current environment and application version to work in conjunction with our CI/CD process if an issue arises that could be resolved faster by rebuilding a single instance over a complete rebuild of the application stack, we can quickly replace an unhealthy instance.

SECURITY ADMINISTRATION AND MANAGEMENT

Security and risk management are important components of any information system today. Our team encourages organizations work towards constantly improving their security posture. To achieve this kind of organizational change our team recommends leveraging the NIST Cybersecurity Framework (CSF) which integrates industry standards and best practices to help manage cybersecurity risks across the organization. The NIST CSF aims to address a wide range of cybersecurity aspects beyond technical/ IT related. However, this broad level of organizational change is often out of scope for specific solutions/ workloads.

As an AWS Partner we recommend the AWS Well Architected Framework Review (WAFR) for evaluating specific workloads and their risks and opportunities across multiple pillars to ensure systems are ready for production and establish a way to measure continuous improvement. This framework helps organizations build secure, high-performing, resilient, and efficient infrastructure. The Well Architected Framework is structured around six pillars: Operational Excellence, Security, Reliability, Performance Efficiency, Sustainability and Cost Optimization. Each pillar has a set of best practices and guidelines for achieving well-architected solutions. For customers new to the cloud conducting a WAFR and using the tools from AWS provides quick tactical wins as well as insights into potential blind spots organizations may have and long-term goals for growth and improvement.

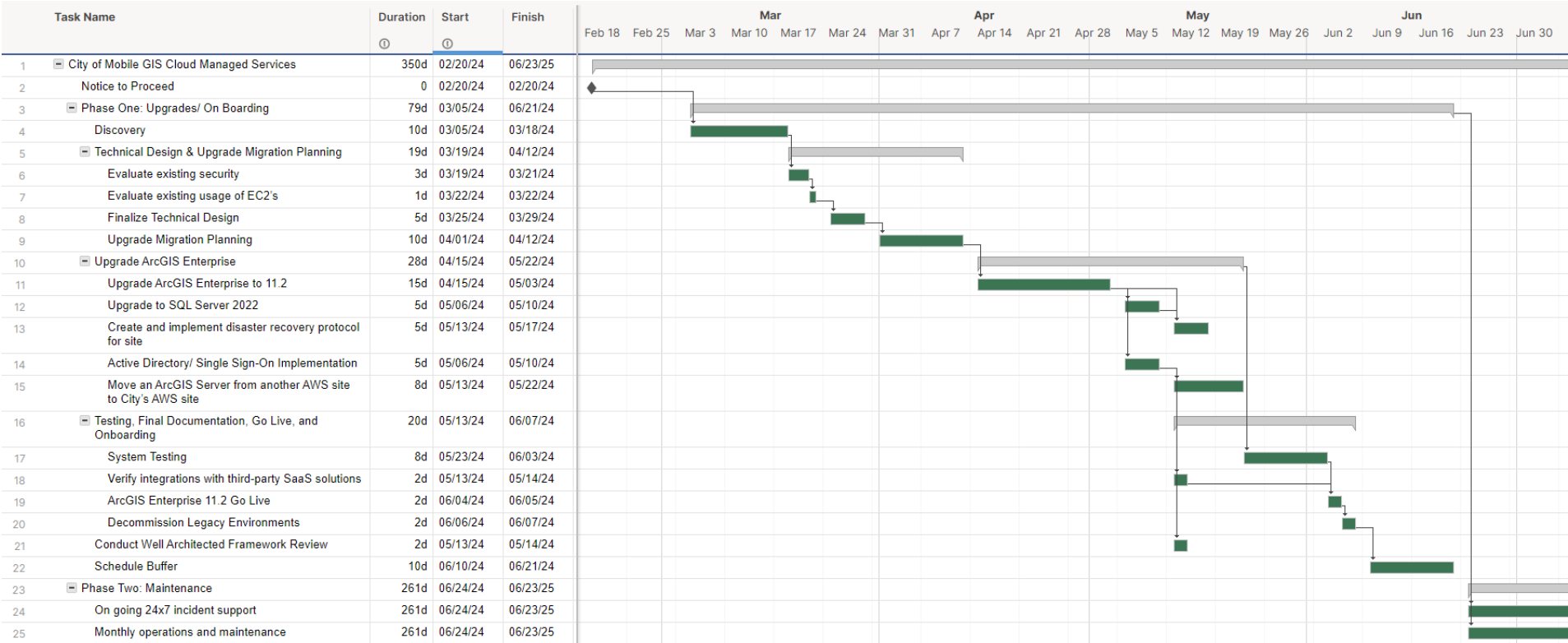
Our team annually conducts WAFR for our ArcGIS Enterprise base deployments and we incorporate our improvements into the AWS environments we manage and host for our clients via our cloud formation templates.

As part of our proposal, we will conduct a WAFR with the City prior to production go live to provide the City with a comprehensive assessment of their GIS workload on AWS.

In addition to AWS best practices, our team is familiar with and will follow Esri's best practices for a secure ArcGIS Portal configuration as documented here: <https://enterprise.arcgis.com/en/portal/latest/administer/windows/security-best-practices.htm> and ArcGIS Server configuration as documented here: <https://enterprise.arcgis.com/en/server/latest/administer/windows/best-practices-for-configuring-a-secure-environment.htm>.

PROJECT SCHEDULE

For planning purposes, we have included a preliminary schedule. Our initial proposed schedule is based on extensive experience with similar projects, but we will work with the City to adjust the schedule as necessary. An interactive schedule can be viewed at: <https://app.smartsheet.com/b/publish?EQBCT=3463e63569a54331909875c0b96bb6e2> and a static image is below.



SPECIAL PROJECTS SUPPORT

In the cost section of the RFP, we see the request for special projects support. With more than 190 GIS/IT staff members, Timmons Group has the resources available to assist the City with on-demand mapping and/or analysis projects.

Timmons Group endeavors to provide each of our clients with the greatest value for the least cost. To do so, it is critical that we “do it right the first time.” That means that we propose solutions that leverage cost-effective off-the-shelf products whenever we can, and that we employ rigorous quality control processes.

We are also committed to knowledge transfer from our project teams to our clients’ staff members and will ensure that when we deliver a project to the City, you are able to maintain it on your own, as necessary. We will produce written and/or online documentation to assist your staff. We understand that your staff members will likely have a range of technology experience, so we will provide training and documentation that is customized to ensure it is useful to people of all levels of expertise.

GEODATABASE DESIGN AND MAINTENANCE

Timmons Group has been providing GIS database design and development services to local, state, and federal governments since 1989. We have successfully completed hundreds of geospatial projects for our clients over the past 30+ years. Many of these projects include GIS database design and development services. We have assisted local government clients with developing GIS in a wide variety of business areas including:

- Planning
- Cadastral mapping
- Emergency operations
- Utilities management
- Asset management
- Natural resource management
- Economic development

Timmons Group uses industry-standard best practices developed by Esri for GIS database design. Esri has established a GIS database design process that is proven and has seen very little need for change over the years. It comprises three main parts: conceptual design, logical design, and physical design.

The objective of geodatabase design is to develop a functional, well-organized database that satisfies organizational requirements, contains all necessary data, accommodates different views of the data, meets requirements of applications, and appropriately represents, codes, and organizes geographic features.

APPLICATION DEVELOPMENT AND CUSTOMIZATION SERVICES

Timmons Group is well versed in providing services related to all these scenarios. In addition, we are experts in “building bridges” between GIS applications and other types of software and. As an Esri Gold Level Business Partner, we have many years of experience with integrating Esri products, such as ArcGIS, with our local government clients’ non-GIS systems.

Below is a summary of our custom application development services and processes. We understand that The City prefers to avoid the expense of building custom applications; we include this information to demonstrate our strict adherence to process and best practices, which can be scaled to the City’s needs, as appropriate.

Services

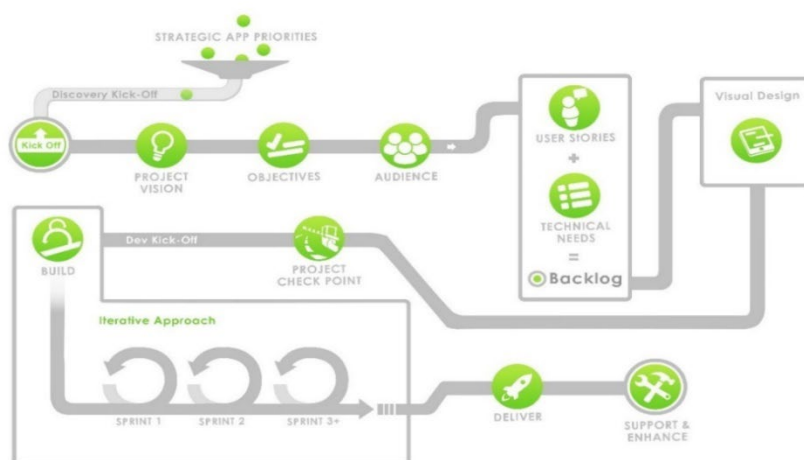
Timmons Group has provided application development services to many clients throughout the US and Canada. We stay on the front-edge of technology and provide top-quality consulting to our clients. We are mindful of the risks of new technology while realizing its benefits on behalf of our clients.

We offer:

- Business analysis and requirements gathering
- Solutions analysis and recommendations, including COTS and custom applications
- Software architecture design, planning, and implementation
- Comprehensive Agile project management of software development projects
- Staff with applications development experience desktop, mobile, and web environments
- User Interface/User Experience (UI/UX) designers to provide user-friendly interfaces
- Software update services of COTS and custom software
- Website hosting and updates
- User support of COTS and custom software
- Training for end-users and systems maintenance

Our application development for government covers a wide variety of business applications, including, but not limited to:

- Natural resource management
- Public-facing 511 traveler information systems
- Stormwater management
- Operations planning and work management
- Emergency operations
- Utilities management
- Asset management
- Economic development



Development Approach

Timmons Group typically uses a modified agile approach for GIS application design, development, and implementation. This enables efficient and timely project delivery when requirements and design are not known with certainty or completeness at the project start. The agile approach means that the application will be built in prioritized, successive iterations (called Sprints). Each development sprint (iteration) produces functional product “slices” for client review. The benefits of this approach include:

- Quicker delivery of functionally sound (usable) application components
- Highly visible product development progress via Reviews (aka Sprint Reviews)
- Frequent validation of the product as being on the right track with stakeholder needs and expectations
- Higher-quality product owing to continual feedback, review, and guidance

Automated Builds – Timmons Group uses automated builds and continuous integration to “catch” defects before they are released or deployed. This process allows us to build installation packages for our desktop and web applications. Our deployment procedures are well-documented and are packaged in installers to ensure minimal time and training for the client’s staff when deploying the application or updates. The goal of our deployments is to ensure an efficient, solid, and thorough delivery of our product or solution. Versioning is also essential to delivery and deployment and is a significant part of how our team communicates with the client’s IT staff and tracks and resolves defects during the testing phases.

Timmons Group employs test-driven development, which ensures that code written is tested during and after development. The continuous integration process allows us to execute or “run” the automated tests that are created after each code “check-in” and after each deployment. Unit tests, integration tests, and functional tests are scripted and

incorporated into the continuous integration process to support regression testing. The goal of our deployment is to ensure an efficient, solid, and thorough delivery of our product or solution.

Testing – A critical part of any project will be the quality assurance and quality control of the development work and code produced during the development phase of a project. Our team creates a test plan as a component of the Project Plan that is approved by the client. Testing processes are planned and documented in a test plan. The purpose of the test plan document is to:

- Specify the testing approach that will be used to test the deliverables
- Break the product down into distinct areas and identify features of the product that are to be tested
- Specify the procedures to be used for testing sign-off and product release
- Indicate the tools used to test the product
- List the resource and scheduling plans
- Indicate the contact persons responsible for various areas of the project
- Identify risks and contingency plans that may impact the testing of the product
- Specify bug management procedures for the project
- Specify criteria for acceptance of development drops to testing (of builds)

Our Quality Assurance team writes manual and automated functional test cases from use cases. The test case is used to verify that the application delivers the features requested and is operating efficiently and effectively. The test plan outlines an itemized series of steps specific to a function or tool. As the steps are followed, the tester compares the results against the documented expected results. The manual test plans can additionally be used by the end-user as training documentation explaining feature functionality.

Documentation – Timmons Group documents all project work as part of our ongoing commitment to using best practices in all aspects of our work. We include documentation as part of our deliverables in development projects. Documentation can include, but will not be limited to, data dictionaries, metadata, user manuals, and commenting within source code.

Application Support – Once the software is deployed, clients are provided comprehensive support of custom and COTS software applications. This service is offered through our dedicated support staff using online support request, management, and reporting tools that are available 24x7.

We provide onsite support and remote assistance via email, phone, VPN, and online meetings. Our Support Services are driven by proven and consistent methods for client communication and problem resolution. These methods provide a collaborative framework based on situation appraisal, problem analysis, and decision analysis to address the complex support challenges that arise in today's technology infrastructure.

In addition to quickly resolving issues when they arise, Timmons Group provides services that help you keep your infrastructure running smoothly. Clients have greater confidence knowing that their systems are proactively monitored to help anticipate future problems. Timmons Group uses industry-leading monitoring tools and hands-on support staff to ensure minimal downtime of systems, identify potential problems, and take preventative – rather than corrective – action.

MISCELLANEOUS SERVICES

Timmons Groups' depth of staff and broad range of project experience means that we are well-positioned to perform any GIS-related project identified by the City.

GIS Strategic Planning and Implementation

Timmons Group is a leading provider of strategic "RoadMap" planning for state, local, and federal government clients. Our award-winning team of technology consultants, web and mobile programmers, database managers, systems engineers, and project managers provides the unique ability to understand our clients' vision and offer a solution tailored to their mission-critical business requirements. We are technology experts who care deeply about the mission of local governments and providing solutions that enhance their ability to better serve their constituents. Our team has the

experience and capability to assist clients in all project phases – from planning to implementation to ongoing support and maintenance.

Our typical full-scale tasks and outcomes are:

Collection and Review of Existing Documentation – In this task, we review the client's existing organizational, system architecture, and process management documents. Process management documents include standard operating procedures (SOPs) for activities like system and data governance, data editing/updates, data quality review, data archiving, creating new data, creating, and maintaining metadata, and delivering data and metadata to staff and to the public via the internet. It is understood that a client may not have many of these processes formally documented – which is not uncommon. The purpose is to gather as much background information as possible before engaging staff and to lay the foundation for topics to be addressed during the interviews. Our goal is to maximize time spent with the client's staff, and the better prepared we are for the meetings, the more productive they will be.

Stakeholder Interviews – Interviews with the key stakeholders are conducted to collect information and provide a knowledge transfer opportunity. The goal of these interviews is to provide a forum for information exchange between the client and Timmons Group. Timmons Group will gain an understanding of the client's relevant business requirements, data, existing systems, existing work processes, and future business requirements.

Evaluate Current System Architecture – Following completion of the information gathering and review steps, we evaluate the current system and document requirements and opportunities for enhancing system components related to:

- Non-functional requirements, constraints, standards, and policies
- Business Drivers and long-term vision
- Data architecture
- Application architecture
- Capacity planning
- Security model
- User workflows
- Technology architecture
- Web site

Systems Architecture Report – The system architecture component requirements from the previous assessment task are compiled and organized into a comprehensive and detailed report that identifies client's priority needs and opportunities related to:

- Business architecture
- Data architecture
- Application architecture
- Technology architecture
- Security architecture

Future System Defined – Recommendations formalized in this process will ultimately make up the RoadMap Implementation Plan. Since the identified needs and recommendations may exceed available financial and staff resources, it is critical that our team collaborates with the client to develop metrics to prioritize the recommendations. This prioritization process ensures that all users share a common expectation with respect to priority business needs, delivery schedule, cost, and rationale for prioritization. This evaluation will be used at a high level to support the development of the Implementation plan and phasing of initiatives emerging from the plan.

RoadMap Implementation Plan – The purpose of this final task is to develop RoadMap projects that, when implemented, will deliver the recommendations developed in the previous future state task. Project timelines and budgets are developed and presented for each RoadMap project. Where there are tasks that require expertise beyond what the client's own staff has, we can assist in implementing the initiatives identified in the plan.

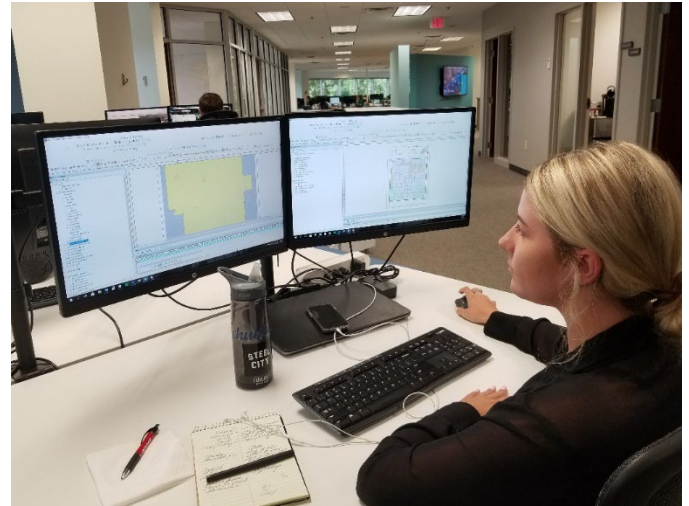
Data Services

Our GIS data services include the design, development, documentation, and population of databases to support a wide variety of business users' needs. We provide office data services, including digitizing, geocoding, vectorization, and associated attribute data entry. Our database population services leverage techniques that have been refined over more than 30 years of providing successful data development projects to local and state government clients.

We provide the staffing and work process tools to support data conversion from paper to digital and between digital formats using Extract Translate and Load (ETL) processing. Our data conversion processing is typically managed using the Esri Production Mapping tools (specifically, Workflow Manager, Data Reviewer, and Task Assistant Manager) to automate, standardize, and manage the data development and QA/QC processes.

We have extensive experience using industry ETL tools in the market today. This includes the Esri Data Interoperability Extension (FME Workbench) and FME from Safe Software. We have set-up ETL processes for on-time, periodic, and continuous use applications. We also provide training on the set-up and use of ETL tools for our clients, should the need arise.

Our conversion projects include paper to digital conversion of local government tax maps, local government emergency response area maps, and utility rights-of-way maps for the New Mexico State Land Office.



Paper to Digital Data Conversion

Field Data Collection and Validation.

Timmons Group develops workflows and processes using a combination of Esri production mapping tools, geoprocessing, and Decimeter/RTK-based GPS to locate, validate, and collect field data.

An example is the field work we performed for the City of Virginia Beach Public Utilities (CVBPU). This two-phased project consists of the field inventory and location update of approximately 130,000 water meters and sanitary sewer cleanouts throughout the City's system and 10,000 key sewer manholes requiring centimeter-level locations and subsurface (invert) measurements. Timmons Group's project team developed workflows and processes that provided:

- Highly accurate GPS locations (sub-foot horizontal)
- GIS mapping in the field
- ArcGIS Mobile w/Mobile caching
- Esri's Data Reviewer to review/flag adjustment anomalies
- Geoprocessing scripting and ArcObjects to update CVBPU data locations
- Batch submission of and acceptance of data



City of Virginia Beach Utility GIS Project

Asset Management Systems and Data Integration.

Timmons Group provides Asset Management systems data preparation and integration services for many local government clients throughout the US. Our services include:

- **Installation and Configuration** – We gather and analyze the client's current workflows, service requests, GIS data sets, employee structure, materials, and equipment. We design the configuration to fit within the client's workflows and fulfill its business needs.

- **Training** – We provide hands-on classroom and over-the-shoulder training to end-users and IT tech staff to enable the smooth systems implementation and operation.
- **Support** – We provide on-site support and coaching during the “go-live” process. This allows for a smooth transition and any on-the-fly adjustments that may be needed. We also provide ongoing Help Desk support.

Emergency Response Systems Data Integration. Timmons Group provides GIS data validation, update, and maintenance services to support Emergency Operations, including preparing data for Computer Aided Dispatch (CAD) systems, emergency map book (digital and paper) production, and GIS analysis services for Emergency Service Zone (ESZ) delineation and adjustment.



Example GIS Data for CAD system

Data Maintenance. Timmons Group provides GIS data maintenance for our clients who choose to focus their human resources and budget on the business operations, instead of licenses and data support staff. This is most common in operations where resources are scarce and staff members perform multiple duties, and in cases where the data maintenance tasks occur sporadically. In these cases, we offer affordable, timely maintenance with predictable costs.

Examples of this include addressing and parcel maintenance with guaranteed next-day turnaround. Our goal in GIS data maintenance services is to provide the level of service at an affordable cost that meets each client’s business needs. We additionally offer staff augmentation services that can be contracted on a short- or long-term basis for data maintenance and update activities.

Quality Assurance / Quality Control

Our team uses proven, formal Quality Assurance/Quality Control (QA/QC) processes to deliver high-quality products, on-time, that meet the client’s needs and expectations. QA/QC is an integral part of all phases of a project (Planning, Design, Development, and Delivery). Our process begins at the project planning stage where we work with our client to define the project scope, schedule, fee, deliverables, and level of effort expectations. This is incorporated into a Project Plan document. Our QA/QC approach is described below. It can be scaled as appropriate to meet each client’s specific needs or be integrated into the client’s existing approach if support is all that is needed.

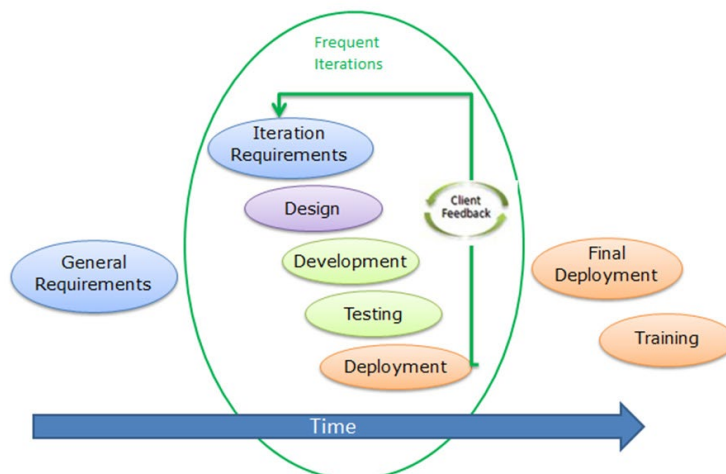
Management Approach. Each project includes a QC process that defines the quality parameters and guides the deliverable production to ensure quality parameters are met. The Project Manager is responsible for defining and implementing the QC procedures and processes on each of the project deliverable products and ensuring the quality parameters are met. The Project Manager is supported by the technical consultants.

The Project Manager performs a final review to make sure all deliverables and product presentations meet the project quality parameters. In addition to final product review, the Project Manager performs periodic review of deliverables will be completed at various percent complete increments for added QA/QC measures. The frequency of the periodic deliverable reviews is defined and agreed on by the client and team as part of the Project Plan.

Application Development Processes and Procedures. The Timmons Group team typically use a modified Agile approach for GIS application development and implementation. This enables the efficient and timely project delivery and provides flexibility when requirements and design are not known with certainty or completeness at the project start.

Adopting the Agile techniques will mean that the application will be built in prioritized, successive iterations (called Sprints) each of which produce functional product slices for client to review. The benefits of this approach include:

- Quicker delivery of functionally sound (usable) application components
- Highly visible product development progress via Reviews (aka – Sprint Reviews)
- Frequent validation of the product, as being on the right track with stakeholder needs and expectations
- Higher quality product owing to continual feedback, review, and guidance

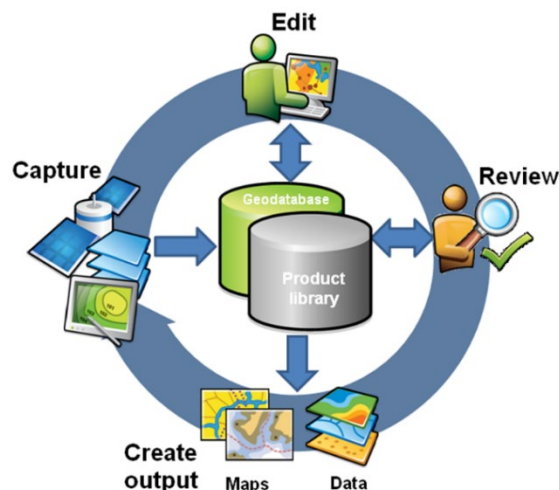


Data Development Processes and Procedures. The Timmons Group team will typically use a modified Waterfall approach for GIS data development and collection. This enables efficient and timely project delivery and provides clear and concise data development specifications that are based on client business requirements. Where possible, we incorporate the latest data QA/QC tools offered by the Esri Production Mapping tools (specifically, Workflow Manager, Data Reviewer, and Task Assistant Manager) to automate, standardize, and manage the data development and QA/QC processes. This limits the amount of custom tools required to support data development and helps produce geospatial content through managing and publishing accurate data and cartographic products with fewer resources. It provides tools and a collaborative and shared environment to improve the quality, value of geospatial data, and cartographic products through standardization, repeatability, and configuration of your production processes.

We typically include a pilot data development task in the Project Plan. This gives the client and team an opportunity to exercise the data conversion processes and test the deliverables early on in the process to ensure that we are meeting the client's business needs.

The benefits of using this approach and tools include:

- Clear and concise business-driven data development specifications
- Streamlined GIS data creation, maintenance, and map product production by integrating a wide variety of tools
- Early delivery and testing of data products to ensure they meet the business requirements
- Collaborative QA/QC between the Timmons Group and client teams
- Data Validation
 - Quickly navigate errors
 - Zoom to features with errors



- Tracking errors with
 - Error notes
 - Correction Status
 - Validation Status

Enterprise Integration

Timmons Group has extensive experience with integrating GIS and non-GIS (legacy) systems. System integration can be done using several different methods, depending on the business need and legacy system capabilities. These methods range from a periodic data file download/upload exchange to fully automated transaction-level exchange where systems are updating each other's data on continuous basis.

The concept of the enterprise system is to create interface points for systems to share appropriate information with other systems. Timmons Group has developed and uses a Modified Agile methodology to successfully implement many heterogeneous systems integrations/interfaces. Our methodology is comprised of five primary steps. These steps are a result of our experience with business systems integration and help to ensure a smooth and reliable project lifecycle and production outcome.

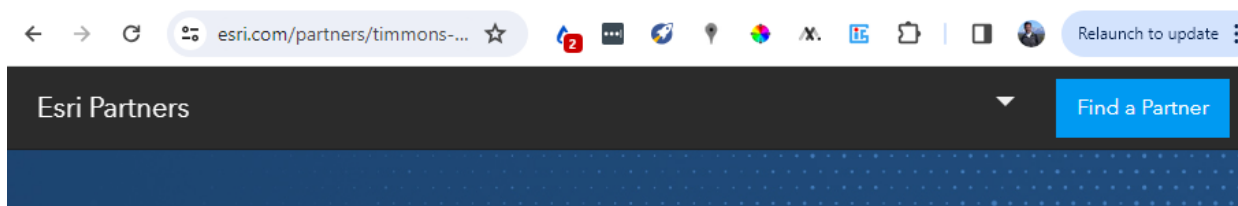
The steps include Planning, Build, Training, Production Deployment, and Post-Production System Review. They ensure that we include everyone and every system of record in the development of detailed requirements for the design of the interface(s). Once the interfaces are developed, a rigorous testing plan will be executed. On successful completion of this User Acceptance Testing (UAT), the interfaces are ready for deployment. However, prior to the final production deployment, user training is performed for those impacted directly by the project.

ESRI DOCUMENTATION

ESRI PARTNER DOCUMENTATION

Timmons Group holds the Network Management (previously, ArcGIS Utility Network) specialty, the ArcGIS System Ready Specialty, and ArcGIS Hub specialty from Esri. With these specialties, we have proven that we understand what it takes to become a specialty partner in specific areas. We have submitted our application (76 pages of documentation) to Esri to become a Cloud Specialty Partner. We have never failed in our specialty applications to Esri and we are confident that we will be successfully approved as a Cloud Specialty vendor by March, 2024.

<https://www.esri.com/partners/timmons-group-a2T70000000TNguEAG>



Overview

Timmons Group's mission is to achieve unparalleled understanding of our clients, their businesses and their visions resulting in unrivaled customer service and shared success. We have provided our clients with three decades of proven geospatial solutions and services. Smarter data leads to smarter decisions, which means that whatever challenges you face, turning data into actionable information is key. At Timmons Group, our subject matter experts are driven by the desire to solve complex problems and maximize impact using smarter data. Timmons Group maintains a strong business partner relationship with Esri and has been a recipient of several partner awards including:

- Esri Business Partner of the Year
- Esri Foundation Partner of the Year
- Fostering Engagement (2021) - <https://bit.ly/3lgsp8J>
- Diversity in GIS (2023) - <https://bit.ly/3JH88m7>

Our professional staff offers the expertise and ability to design and execute innovative solutions that push us to the forefront of our industry. We are a solution development firm focused on discovering, architecting, designing, delivering, and supporting web applications, progressive web applications, and native mobile application for our clients.

Learn more: <https://www.timmons.com/technology>

Services

Overview: <https://www.timmons.com/gis>



Contact us

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1001 Boulders Pkwy
North Chesterfield VA
23225-5522
United States
T: (804) 200-6405
<https://timmons.com/gis>

Program



Specialties



STAFF CERTIFICATIONS

Timmons Group has more than 190 geospatial personnel, many of whom have certifications equipped to benefit our clients. Our personnel certifications include GIS Professionals (GISP), Project Management Professionals (PMP), and various ArcGIS Desktop, Enterprise, and Server certifications. As a firm, we are a Gold Esri Business Partner and have our Esri Release Ready Specialty, Esri ArcGIS Hub Specialty, and our ArcGIS Online Specialty.

Certification	Employee
Esri Geodata Management Professional	Matt Moore (v. 19-001)
	Trae Timmerman (2201)
Esri Administration Professional	Matt Moore (v 19-001)
Esri Enterprise System Design Associate	Jarrett Green (v.10.5)
	Trae Timmerman (2201)
Esri Web Application Developer Associate	Jarrett Green (v. 10.4)
	Jitendrudu Lacaraju (v. 10.2)
	Chaz Mateer
	Max Mauren (v. 10.4)
Esri ArcGIS Desktop Associate	Katie Clark (19-001)
	Christopher Colwell (19-001)
	William Dingus (v. 10.1)
	Matthias Joireman (v. 10.5)
	Ally Kennedy (v. 10.3)
	Brian Kingery (v. 10.5)
	Luay Salameh (v 9.3)
Esri Certified ArcGIS Online Administration Specialty	Brian Kingery (v.19-001)
	Trae Timmerman (v. 19-001)
Esri ArcGIS Utility Network Specialty	Ally Kennedy (v. 20-001)
	Drew Purzycki (v. 20-001)
ArcGIS Pro Associate	Drew Purzycki
	Theo Snead
Esri Certified Instructor for ArcGIS Desktop1: Getting Started with GIS	Luay Salameh (v.9.3)
Esri Certified Instructor for ArcGIS Desktop 2: GIS Tools and Functionality	Luay Salameh
Esri Certified Instructor for GIS Workflow and Analysis	Luay Salameh
Esri Certified Instructor for Building Geodatabases	Luay Salameh (v. 9.3)
Esri Certified Instructor for Data Production and Editing Techniques	Luay Salameh
Esri Certified Instructor for Working with Geometric Network for Utilities	Luay Salameh (v. 9.3)
Esri ArcGIS API for JavaScript Specialty	Jarret Green
AWS Certified Solutions Architect	Srinivas Havanur (Associate)
	Trae Timmerman (Associate)
	Noah Vaughn

Certification	Employee
AWS Certified Cloud Practitioner	Srinivas Havanur
	Jitendrudu Lacaraju
	Matt Moore
	Mireia Sanz Blasco
	Victor Staggs
	Dakota Talley
	Nathan Tate
	Michael Wen
AWS Certified Developer – Associate (DVA)	Chaz Mateer
	Omar Navarro
Microsoft Certified Software Developer	Michael Wen
Certified Mobile Tester	Amelia Weaver
Scrum Alliance Certified Scrum Master	Kelly Hall (PSM-I)
	Stephanie Herman
	Matthias Joireman
	Brian Kingery
	Stephanie Nace
	Bryant Overgard
	Mireia Sanz Blasco
	Nathan Tate
Scrum Alliance Certified Scrum Product Owner	Taylor Taylor
	Christopher Gerecke
	Stephanie Herman
	Brian Kingery
	Christopher Lutz
	Chaz Mateer
	Max Mauren
Accredited Software Tester	Jitendrudu Lacaraju
Certified Tester Foundation Level	Andrey Danilov
	Amelia Weaver
Certified Tester Foundation Level – Agile	Marty Davis
Geographic Information System Professional (GISP)	Parker Bradshaw
	Carson Coggins
	Brian Kingery
	Chaz Mateer
	Sarah Sheldon
	Timothy Sheldon
ITIL Foundation Certificate in IT Service Management	Stephanie Herman
Professional Land Surveyor	Randall Trott

Certification	Employee
FME Certified Professional	Ally Kennedy
	Will Wilson
Project Management Professional Certification	Michael Edwards
	Andy Fox
	Stephanie Herman
	Mattias Joireman
	Brian Kingery
	Dylan Sheets
	Lauren Sullivan
	Taylor Taylor
AICP (American Institute of Certified Planners)	Kelly Hall
Python Institute Certified Associate in Python Programming	Jarrett Green
CompTIA A+	Layne Stevanus
IIBA Certification of Capability in Business Analysis (CCBA)	Stephanie Nace
IPWEA Professional Certificate in Asset Management Planning	Sarah Sheldon

SUBCONTRACTING AND MAJOR SUPPLIER PLAN



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on Form 1), you are required to complete the "good faith effort" documentation on Form 2. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About "DBEs": The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About "Good Faith" Effort: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

Page 1 of 5

Subcontractor/Supplier Plan



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

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archonique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Timmons Group
Address	1001 Boulders Parkway, Suite 300 Richmond, VA 23225
Telephone	804.200.6500
E-Mail	info@timmons.com

RFP/RFQ Solicitation Number	
Project Description	GIS Cloud Manages Services for Existing AWS Site
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>759</u> Female <u>240</u> Minority <u>154</u> Non-minority <u>848</u> Vets <u>43</u> Non-Binary: <u>3</u> Total #of Employees <u>1,002</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Mike Wiley

Signature:  Date: January 16, 2024

Title: Senior Consultant

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

Name: Mike Wiley Title: Senior Consultant

E-mail: Phone: mike.wiley@timmons.com | 917.848.6504



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

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # _____ Your Bid/Proposal Amount \$ 64,346 Date: 1 / 16 / 2024

Description GIS Cloud Managed Services for Existing AWS Site

Name of Bidder/Proposer: Timmons Group

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only



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

Form 2: Good Faith Effort Documentation

Name of Bidder: Timmons Group
Contact Person: Mike Wiley Phone 917.848.6504 Email mike.wiley@timmons.com
Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

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



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

X	INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
X	WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
X	COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
X	CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

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

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

Suggestions or comments to improve this program. _____



SIGNATURE PAGE

City of Mobile RFP
GIS Cloud Managed Services for Existing AWS Site
November 28, 2023

EXHIBITS

Exhibit A: Proposal Submission Required Documents

All proposals shall be signed by an authorized principal of the Provider.
Proposers may use these forms or may generate a similar document with the required information. Please attempt to be concise in the narrative documents.

Signature Page

Proposer Name: Timmons Group

Proposer Address: 1001 Boulders Parkway, Suite 300
Richmond, VA 23225

Phone: 804.200.6500

Main POC/Title for RFP Mike Wiley, Sr Consultant

Email Address mike.wiley@timmons.com

I hereby agree to abide by all conditions of this Request for Proposal and certify that I am authorized to sign this proposal for the proposer.

Authorized Signature: 

Printed Name: Mike Wiley

Title: Sr Consultant

Date: 12/5/2023

Do you take any exceptions or wish to state any clarifications to the terms of this RFP?

Yes _____ No X

If "Yes," please attach a separate page indicating those exceptions or clarifications.

COST PROPOSAL

PHASE ONE: UPGRADES/ ON-BOARDING COSTS	
Task	Cost
Discovery	\$1,850.00
Technical Design & Upgrade Migration Planning	\$3,355.00
Upgrade ArcGIS Enterprise	\$16,603.00
Testing, Final Documentation, Go Live, and Onboarding	\$6,538.00
Conduct Well Architected Framework Review	included
Total	\$28,346.00

PHASE TWO: MAINTENANCE	
Task	Cost
Timmons Group Managed GIS Services (Monthly)	\$3,000.00
Ongoing 24x7 incident support	included
Monthly operations and maintenance	included
Annual Total	\$36,000.00

Timmons Group Hourly Rates for optional Special Projects	
Task	Rate
Project Manager	\$185.00
Systems Architect / Infrastructure Lead	\$215.00
Cloud Engineer	\$195.00
GIS Technician	\$110.00
GIS Analyst	\$140.00
GIS Programmer/Analyst	\$170.00
Software Engineer	\$195.00
Sr. Software Engineer	\$205.00
Sr. Project Manager	\$225.00

APPENDIX: PROJECT MANAGEMENT

MANAGEMENT APPROACH

Timmons Group provides the following Project Management services throughout the duration of each project:

- Perform Business meeting(s) (in person or conference calls)
- Develop, in cooperation with the client Project Manager, a detailed Project Plan and Schedule
- Proactively manage and update Project Plan and Schedule, as required, throughout the duration of the Project. Project Plan and Schedule modifications will be facilitated on common agreement between the client and the team Project Manager
- Coordinate project events with the client Project Manager and team members
- Author, edit, review, and distribute project documentation and technical reports, as required
- Facilitate in-process review meetings with the client Project Manager and end-users as scheduled, and appropriate, throughout the duration of the project
- Perform miscellaneous project administration (e.g., internal project updates), and
- Anticipate problem areas then propose and facilitate solutions

Project Plan

Each project is defined and managed by a Project Plan. Our Project Plan is based on a proven template and includes the project scope, schedule, deliverables, and fee. The project plan is based on the requested scope of work and our team's proposed response, refined through negotiations with the client. The Project Plan is a living document that can evolve, though mutual agreement of the client and Timmons Group, as the project progresses.

Issue/Action Item Management

During the project, the Project Manager will maintain a detailed issue/ action item tracking log. This will include issue details, issue status, issue assignments, and issue resolution details. Action items will be tracked in a similar fashion. The client Project Manager is encouraged to contribute issue/action items to the list. This list will be presented to the client Project Manager on a periodic basis, as agreed to by the client and team Project Manager, using the Project Progress Report (see below). This is normally done as part of a regularly scheduled project status report work process.

Risk Management

Risk Management is a fundamental project management element for Timmons Group projects. It is critical to ensure a level of contingency preparation should a risk become a reality. During the risk management process, likely risks associated with the implementation of the project are identified, along with their project impact and mitigation strategies.

Change Management

During the project, changes to the project plan may be required. Our change management process is designed to address these changes head-on, document them, and ensure they are reflected in an updated set of tasks. In some cases, the proposed change will affect schedule, costs, and scope. Should this occur, the Change Management Process will be used to manage expectations and clearly convey and document the impacts of such decisions on project scope, deliverable, schedule, and cost.

Risks:

Project Risks and Impediments	Risk/Probability	Mitigation
	99	
	75	
	50	
	25	
	10	
	1 2 3 4 5	
	Impact	
	99	
	75	
	50	
	25	
	10	
	1 2 3 4 5	
	Impact	

PROJECT COMMUNICATION TOOLS

We have a proven project communications process and plan that keeps your staff fully informed of the project progress. The project team uses a variety of project management tools throughout the project lifecycle, including:

- Zoom or Teams for project meetings – for schedule management
- Basecamp for project collaboration
- Invision – for wireframes and mockup reviews
- StoriesOnBoard – for backlog development
- Web-based Project Portal – for client communications and project document storage
- Secure FTP project folder or Dropbox folder – for data and program transfers
- Secure test environments – for software and data review and acceptance
- BitBucket / GIT – for application code management
- Pivotal Tracker – for application and data issue/bug tracking

Exhibit B: Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 222 Central Park Avenue, Suite 1340 Virginia Beach VA 23462	CONTACT NAME: Molly N. Helgeson PHONE (A/C, No, Ext): 757-456-0577 E-MAIL ADDRESS: Molly.Helgeson@MarshMMA.com FAX (A/C, No): 757-456-5296												
INSURED Timmons Group, Inc. 1001 Boulders Parkway, Suite 300 Richmond VA 23225	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Continental Insurance Company</td><td>NAIC # 35289</td></tr><tr><td>INSURER B: National Fire Insurance Co of Hartford</td><td>20478</td></tr><tr><td>INSURER C: American Casualty Company of Reading PA</td><td>20427</td></tr><tr><td>INSURER D: Insurance Company of the State of PA</td><td>19429</td></tr><tr><td>INSURER E: Endurance American Specialty Ins Co</td><td>41718</td></tr><tr><td>INSURER F: Valley Forge Insurance Company</td><td>20508</td></tr></table>	INSURER A: Continental Insurance Company	NAIC # 35289	INSURER B: National Fire Insurance Co of Hartford	20478	INSURER C: American Casualty Company of Reading PA	20427	INSURER D: Insurance Company of the State of PA	19429	INSURER E: Endurance American Specialty Ins Co	41718	INSURER F: Valley Forge Insurance Company	20508
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INSURER F: Valley Forge Insurance Company	20508												

COVERAGES**CERTIFICATE NUMBER:** 1681888354**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																			
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C F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	WC736112291 7034728589	11/1/2023 11/1/2023	11/1/2024 11/1/2024	<table><tr><td>☒ PER STATUTE</td><td>☐ OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ 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											
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DBA EL Limits	\$1M/\$1M/\$1M																									
PL Ea Claim/Aggregate	\$5M/\$5M																									
PL Retention	\$250,000																									

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Umbrella does not extend over the Professional Liability policy.
The certificate holder is included as Additional Insured under the General Liability for ongoing work and completed operations of the Named Insured for specifically referenced jobs if required by written contract.

A waiver of subrogation applies in favor of the certificate holder under Auto Liability with respect to work performed by the named insured for specifically referenced jobs if required by written contract.

A Waiver of Subrogation applies in favor of the Certificate Holder under the Workers' Compensation with respect to work performed by the named insured for specifically referenced jobs if required by written contract.
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
P.O. Box 1827
Mobile AL 36633

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Timmons Group, Inc. 1001 Boulders Parkway, Suite 300 Richmond VA 23225
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Subject to all policy terms, conditions, endorsements and exclusions, the Umbrella/Excess Liability follows the underlying liability coverage for coverages specified on the Umbrella policy schedule of underlying insurance.



WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF
SUBROGATION) – AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A. Under a written contact or agreement with such person(s) or organization(s); and
- B. Prior to the "accident" or the "loss."

Form No: CA 04 43 11 20

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 24; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Policy No: BUA 7034721934

Policy Effective Date: 11/01/2023

Policy Page:

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** In the performance of your ongoing operations subject to such **written contract**; or
 - B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

- II.** If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations subject to such **written contract**; or
- B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III.** But if the **written contract** requires:

- A.** Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

200200046703472264681.41



**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

- IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

- V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. Supervisory, inspection, architectural or engineering activities; or
 - B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.
- VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

- 1. Primary and non-contributing with other insurance available to the additional insured; or
- 2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

- VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- 1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
- 2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
- 3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury or property damage**; or
 2. The offense that caused the **personal and advertising injury**;
- for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury or property damage occurrence or personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Nat'l Fire Ins Co of Hartford

Insured Name: TIMMONS GROUP, INC.

Policy No: 7034722646

Endorsement No: 23

Effective Date: 11/01/2023

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement****1. ADDITIONAL INSURED**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or



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2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

- 1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
- 2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

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but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds**.

4. BOATS

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to add the following additional exception to the exclusion entitled **Aircraft, Auto or Watercraft**:

This exclusion does not apply to:

Any watercraft owned by the **Named Insured** that is less than 30 feet long while being used in the course of the **Named Insured's** inspection or surveying work.

5. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

- a. on the effective date of this **Coverage Part**; or
- b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have



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provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury or property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

8. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury or property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** of any natural person **Insured** or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided, however, that the **spouse** of a natural person **Named Insured**, and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

- A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

- 1. All **damages** under **Coverage A**, except **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
- 2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

- B. All:

- 1. **Damages** under **Coverage B**, regardless of the number of locations involved;



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2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

- C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:

1. a premises the **Named Insured** owns or rents; or
2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

- D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.
- E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:
- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

**Architects, Engineers and Surveyors General Liability
Extension Endorsement****B. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to:****i. add the following to the Employers Liability exclusion:**

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:**i. add the following definitions:**

Health care incident means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

a. professional health care services on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

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- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

- ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii. amend the definition of **Insured** to:

- a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

**Architects, Engineers and Surveyors General Liability
Extension Endorsement****b. Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**A. Past Joint Ventures, Partnerships, Limited Liability Companies**

The following is added to **WHO IS AN INSURED**:

If the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage** or **personal and advertising injury** that would otherwise be covered under the **Architects, Engineers And Surveyors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

B. Participation In Current Professional Joint Ventures

The following is added to **WHO IS AN INSURED**:

The **Named Insured** is also an **Insured** for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

- a. Each and every one of the **Named Insured's** co-venturers are architectural, engineering or surveying firms only; and
- b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the **Named Insured** is an **Insured** only for the conduct of such **Named Insured's** business within such a joint venture. The **Named Insured** is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

C. WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

Except as provided under this **Architects, Engineers And Surveyors General Liability Extension Endorsement** or by the attachment of another endorsement (if any), no person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations.



**Architects, Engineers and Surveyors General Liability
Extension Endorsement****15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

- A.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. Damage to Property

Property damage to:

- (1)** Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2)** Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3)** Property loaned to the **Named Insured**;
- (4)** Personal property in the care, custody or control of the **Insured**;
- (5)** That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6)** That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are **your work**.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

- i.** tools, or equipment the **Named Insured** borrows from others, nor
- ii.** other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

- a.** property at a job site awaiting or during such property's installation, fabrication, or erection;
- b.** property that is **mobile equipment** leased by an **Insured**;

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

- B. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C. The following paragraph is added to LIMITS OF INSURANCE:**

Subject to 5. above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D. Paragraph 6., Damage To Premises Rented To You Limit, of LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E. Paragraph 4.b.(1)(a)(ii) of the Other Insurance Condition** is deleted and replaced by the following:

- (ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.



**Architects, Engineers and Surveyors General Liability
Extension Endorsement****17. MEDICAL PAYMENTS**

A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under COVERAGES, the Insuring Agreement of Coverage C – Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under DEFINITIONS, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under COVERAGES, Coverage B – Personal and Advertising Injury Liability, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred



**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage or personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.





CNA PARAMOUNT

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA74858XX (1-15)

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National Fire Insurance Co of Hartford

Insured Name: TIMMONS GROUP, INC.

Policy No: 7034722646

Endorsement No:

Effective Date: 11/01/2023

or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and

- vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

3. Cooperation

With respect to both **Coverage A - Excess Follow Form Liability** and **Coverage B – Umbrella Liability**, the **Named Insured** will cooperate with the Insurer in addressing all **claims** required to be reported to the Insurer in accordance with this paragraph **O. Notice of Claims/Crisis Management Event/Covered Accident**, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

P. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

Q. Other Insurance

If the **Insured** is entitled to be indemnified or otherwise insured in whole or in part for any **damages or defense costs** by any valid and collectible **other insurance** for which the **Insured** otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a **claim, incident** or such event covered by such **other insurance**.

With respect to **Coverage A – Excess Follow Form Liability** only, if:

- a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;
- b. **Underlying Insurance** includes that person or entity as an additional insured; and
- c. **Underlying Insurance** provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current **policy period**. Premium charges may be paid to the Insurer or its authorized representative.

S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a **Named Insured**, or chartered by or for a **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

- 1. as if each **Named Insured** were the only **Named Insured**; and
- 2. separately to each **Insured** against whom a **claim** is made.

U. Transfer of Interest



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)
Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: 7034728589
Policy Effective Date: 11/01/2023

Underwriting Company: American Casualty Company of Reading PA, 151 N Franklin St, Chicago, IL 60606



Alabama Secretary of State



TIMMONS GROUP, INC.	
Entity ID Number	001-095-830
Entity Type	Foreign Corporation
Principal Address	1001 Boulders Pkwy Ste 300 North Chesterfield, VA 23225
Principal Mailing Address	1001 Boulders Pkwy Ste 300 North Chesterfield, VA 23225
Status	Exists
Place of Formation	Virginia
Formation Date	11/30/1984
Qualify Date	08/23/2023
Registered Agent Name	Registered Agents Inc
Registered Office Street Address	212 W. Troy St. Suite B Dothan, AL 36303
Registered Office Mailing Address	212 W. Troy St. Suite B Dothan, AL 36303
Nature of Business	
Capital Authorized	
Capital Paid In	
Doing Business in AL Since	08/23/2023
Annual Reports	
Report Year	2022 2024
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	08/23/2023 Certificate of Formation 3 pgs.

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CITY OF MOBILE RFP

Addendum 2 **Jan 12. 2024**
RFP Questions - City of Mobile GIS Cloud Managed Services

1. **Service Level Agreements (SLAs):** What are the expected SLAs for system uptime and response times for system issues?

Expectations for system uptime and issues resolution will be at a higher-level during business hours and if the issue impacts critical business services. Proposer needs to provide what level of support they can provide during and off business hours. Business hours for the City of Mobile are Monday thru Friday 7:00am to 5:00pm.

2. **Database Management Expectations:** What are the specific roles and responsibilities expected from a Microsoft Certified Database Administrator?

At a minimum, database backup, tuning, performance monitoring and recovery.

3. **Phase One Timeline:** What is the expected timeline for completion of Phase One – Upgrades/On-Boarding?

Preference is within 120 days after contract approval.

4. **Performance Metrics:** What metrics will the city use to measure and evaluate the performance of the managed services?

At a minimum, system stability, availability and responsiveness as well as vendor response to issues.

5. **Geodatabase Maintenance Details:** Could you supply more details on the current state of the GIS Enterprise Geodatabase (number of feature datasets & feature classes, average state count when conducting compresses, etc.) and any specific maintenance expectations?

There are currently seven separate geodatabases on a single instance.

database name	size (MB)
census	4939
cityAssets	5056
gisLayers	21691
importedTables	3344
planning	132033
stormWater	11128
topo	77937

6. **System Administration Requirements:** What are the tasks involved in GIS System Administration under this contract's scope?

See RFP page 6 for minimum expectations.

7. **Budget Constraints:** Is there a budget range the city has in mind for this project (phases 1 & 2)?

No.

8. **Change Management Process:** What is the city's process for managing any changes to the scope of work or service requirements?

We can do a "Change Order" on the contract for small changes. Any major pricing change to the contract, requires it to go before City Council again.

9. **Reporting Requirements:** What kind of reporting is required, and at what frequency?

Quarterly reports to review individual ArcGIS services usage and response times.

10. **Staffing Requirements:** Are there any minimum staffing requirements or expectations for vendor personnel?
No minimum requirements. Expectations for staff is to support SLA.
11. **Incident Management Process:** What is the process for incident reporting and resolution?
Proposer to provide suggested process.
12. **Project Success Criteria:** How does the city define success for this project?
Clear communications between both parties.
13. **Usage and Accessibility:** Who are the primary users of these GIS services, and how are they accessed (publicly, internally, etc.)?
Public and internal users.
14. **Service Performance Metrics:** Are there existing performance metrics or service levels for the current GIS services that need to be maintained or improved upon?
No.
15. **Future Expansion Plans:** Are there plans to expand or significantly alter the GIS services or architecture in the near future (next 3 years)?
No.
16. **Historical Data and Archiving Practices:** How does the city currently handle historical data within its GIS services, including archiving and retrieval practices?
Database Server: Database backups are stored in a S3 bucket, with the most current also available at the file system level on a separate server.
All other servers: All servers are cloned nightly using AWS third party service Cloud Protection Manager.
17. **Disaster Recovery:** What is meant by a disaster recovery “protocol” (e.g. technical protocol for recovery between AWS regions?, a set of procedures for recovering from a disaster?, or a more comprehensive disaster recovery plan?)
If there is a critical server (EC2) failure, what is your plan for recovery.
18. **Windows Authentication:** Does the city intend to use Windows authentication for ArcGIS Portal only? Or for Portal and ArcGIS Online?
For ArcGIS Portal only. For single sign on the city currently uses Okta for Tyler Enterprises and AzureAD for Nexgen EAM.
19. **Phase 1 Downtime:** How much downtime is acceptable during phase 1?
Phase 1 downtime needs to take place during non-business hours. Preference is to limit this to 4 hours.
20. **Data holdings:** How much data (in GBs/TBs) is in the S3 storage in the MMC site?

S3 storage contains 1.8 TB. All storage is cached aerial photography.

21. **Licensing:** This work will require additional Microsoft and Esri licenses. Does the city already have the requisite licenses to conduct the proposed upgrades? Or would the city need guidance/assistance in purchasing those licenses?

The city has an existing maintenance agreement with ESRI and Microsoft.

22. **Cost proposal for Phase 2:** For phase 2, ongoing maintenance and upgrades, are you expecting the vendor to propose estimated AWS costs? Or just professional services costs?

Just professional services costs

23. Is the City's current AWS environment joined to the City's Microsoft Windows domain server?

No – it is not.

24. If the current AWS environment is domain joined, can the City provide details on the site-to-site VPN configuration in place and/or a network diagram that describes how the City's on premise, Azure hosted domain controller and GIS cloud environments are networked?

N/A

25. Is the City open to utilizing SAML2.0 or OpenID Connect for single sign on with ArcGIS rather than Integrated Windows Authentication? If so, does the City currently have AzureAD, Okta or similar solution implemented as an enterprise identity provider?

Yes. The city currently uses Okta with Tyler and Nexgen uses AzureAD.

26. Can the City confirm for Phase One that the third-party SaaS integrations to be verified are Tyler EPL and Nexgen EAM?

Yes.

27. Does the City currently have a set frequency or policy for GIS software updates or should providers propose?

Providers propose



Request for Proposals

City of Mobile

REQUEST FOR PROPOSALS – Addendum 1

GIS CLOUD MANAGED SERVICES FOR EXISTING AWS SITE

The following updates and amendments are made to the City’s Original Request for Proposals dated November 29, 2023. **Changes are highlighted.**

SECTION A. GENERAL INFORMATION

Objective

The City of Mobile (“City”) is seeking proposals from qualified Providers to provide management/support for an existing gis cloud hosted site on Amazon Web Services (“AWS”). The City’s existing gis site is currently managed by City gis staff and uses ESRI’s software and Microsoft SQL Server for the enterprise geodatabase. **Preference is for the Provider to be recognized as an ESRI ArcGIS Cloud Service Provider; in addition to certifications in AWS (System Administration and Security) and a Microsoft Certified Database Administrator.** Support is expected to be available 24/7, as well as continuous system monitoring. All work must be done in the United States and shall not be subcontracted to any entity or country outside of the United States.

SECTION C. EVALUATION CRITERIA

Project approach, recommended implementation strategies, ability to provide 24/7 support and anticipated “live” time.	35 pts
Provider’s qualifications and proven experience with similar projects, and references.	35 pts
Certification as ESRI Partner. Certifications in AWS and Microsoft Database Administration.	10 pts

Proposed cost.	20 pts
----------------	--------

EXHIBITS

Exhibit A: Proposal Submission Required Documents

Experience Narrative

Company history and experience. Qualifications and experience of individual team members that will contribute to this project.

Include:

- Company qualifications and experience to manage this service.
- Short professional biography for each team member, highlighting experience relevant to this project. Please include **any** professional certifications with ESRI, AWS and Microsoft.

ESRI Documentation

Include documents **if you are recognized** as an ESRI Partner with specialties in ArcGIS Cloud Services and System Ready.

Request for Proposals

GIS Cloud Managed Services

for Existing AWS Site



City of Mobile, Alabama

GIS Department

November 29, 2023

REQUEST FOR PROPOSALS GIS CLOUD MANAGED SERVICES FOR EXISTING AWS SITE

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SECTION A. GENERAL INFORMATION

Objective

The City of Mobile ("City") is seeking proposals from qualified Providers to provide management/support for an existing gis cloud hosted site on Amazon Web Services ("AWS"). The City's existing gis site is currently managed by City gis staff and uses ESRI's software and Microsoft SQL Server for the enterprise geodatabase. Interested Providers must be recognized as an ESRI ArcGIS Cloud Service Provider, certified in AWS (System Administration and Security) and a Microsoft Certified Database Administrator.

Support is expected to be available 24/7, as well as continuous system monitoring. All work must be done in the United States and shall not be subcontracted to any entity or country outside of the United States.

Schedule

Following is a list of actions and anticipated dates; the City reserves the right to change the dates, if necessary.

Actions	Date - Estimated
Release of RFP	November 29, 2023
Deadline for questions and requests for clarification or information.	January 10, 2024 by 3:00pm CT.
Proposal Submission Due Date - Proposal must be received, via gis@cityofmobile.org as required.	January 17, 2024 by 4:00pm CT.
RFP Review Begins.	January 18, 2024
Short List Selection Notifications for Interview (TEAMS). Those <i>not selected</i> will be notified via email.	February 1, 2024
Short List interviews.	February 5 th to 9 th , 2024
Selection.	February 16, 2024
Contract Start Date.	ASAP After Contract Negotiation and City Council Approval

Submission of Proposal

- a. Responses to this RFP will be accepted until 4:00 P.M. CT January 17, 2024. All proposals are to be completed and submitted in PDF format to gis@cityofmobile.org. The entire submittal should be submitted as one (1) file. Please do not submit individual documents or sections separately. Any proposal received after the deadline

for submission will not be accepted or considered for award. It is the sole responsibility of the proposer to ensure delivery by specific deadlines.

- b. The City reserves the right to reject any and all proposals submitted and re-advertise at the its sole discretion.
- c. Proposals must follow the format and content requirements set in Exhibit A. Concise submissions are preferred. The City will evaluate the proposals received based on responsiveness to the evaluation criteria and based on the information provided.
- d. All submittals upon receipt become the property of the City. Submission of a proposal indicates acceptance by the Provider.
- e. All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by the Proposer(s) prior to contract commencement.
- f. Any proposal may be withdrawn at any time before the "Proposal Due" date and time by providing a written request for the withdrawal to the City. A duly authorized representative shall execute the request. Withdrawal of a proposal will not prejudice the right of the proposer to file a new proposal on this or future projects.

Written Requests for Interpretations/Clarifications

No oral interpretations will be made to any Proposer as to the meaning of specifications or any other documents. All questions pertaining to the terms and conditions or statement of work must be sent by e-mail to gis@cityofmobile.org no later than 4:00 pm CT, January 10, 2024. Responses to questions may be handled as an addendum if they provide clarification to requirements of the proposal. This RFP and any addendums may be found at www.CityofMobile.org/bids. Proposers are responsible for monitoring this site for any potential addendums the City may post.

Pricing

Provide a cost proposal based upon your understanding of the scope of work, tasks and schedule. Differentiate Phase One Upgrade costs from Phase Two monthly/annual management services, cloud services and maintenance costs. Cost for Phase Two monthly/annual management services should include annual upgrades in software and AWS services as needed. Proposer to include an hourly cost for special project support as needed. **Monthly cost for the existing AWS account and ESRI licenses will continue to be paid by the City separately from the support contract.**

Evaluation Criteria

Section C indicates the criteria that will be used by the City to evaluate and score responsive and qualified proposals. Proposers shall include enough information to allow the City to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee.

Period of Contract

A three-year contract will be awarded, subject to annual renewal and recommendation of the IT Deputy Director - GIS. The City reserves the right to cancel the contract during the three-year period for non-compliance or other cause. The City has the option to execute two additional one-year contracts with the Provider based on information in the original proposal. In the event that a mutually agreeable contract cannot be negotiated between the selected Provider and the City, the City reserves the right to select an alternate Provider.

Subcontracting

Should any Proposer consider subcontracting portions of the contract, that fact must be clearly identified in the proposal along with the name of the subcontractor. Proposer will give complete details of the expected use of subcontractors. Following the award of the contract, no additional subcontracting will be allowed without the express prior written consent of the City.

SECTION B. STATEMENT OF WORK

General

The City is seeking proposals for managed GIS services to ensure its existing cloud GIS environment is safe, secure, and reliable. **While selected Provider will manage the AWS site, GIS staff will continue to create & maintain gis feature layers, map/feature services & web applications.**

Details of existing environment and licensing are provided in Exhibits B, C and D.

Third Party Integrations

The GIS system is integrated with two SaaS solutions, Tyler EPL (EnerGov) and Nexgen EAM.

- <https://www.tylertech.com/products/enterprise-permitting-licensing>
- <https://www.nexgenam.com/solutions-and-services/>

The selected Provider, along with city gis staff, will be responsible for maintaining integrations and responding to any issues.

Statement of Work (“SOW”)

The City has identified two phases for the SOW.

1. Phase One – Upgrades/On-Boarding

Tasks include but are not limited to the following.

- a. Update existing ArcGIS Enterprise from 10.9.1 to 11.2. This will include changing the existing setup from a stand-alone ArcGIS server to a federated server.
- b. Update existing SQL Server Enterprise Geodatabase from 2017 to 2022.
- c. Create and implement disaster recovery protocol for site.
- d. Evaluate existing security and provide details of any suggested change.
- e. Evaluate existing usage of EC2’s and provide details for any suggested change.
- f. Move an ArcGIS Server from another AWS site to City’s AWS site.
- g. Implement Integrated Windows Authentication.
- h. Verify integrations with third-party SaaS solutions.

2. Phase Two – Maintenance

The tasks include but are not limited to the following.

- a. GIS System Administration:
 - Provide general maintenance.
 - Update gis software as required.

- Troubleshoot any issues with ESRI Technical Support.
- Continuous infrastructure monitoring of EC2's and ArcGIS Server services.
- b. GIS Enterprise Geodatabase Maintenance and Backup
 - Provide ongoing database maintenance to include, but not limited to, database backup, update database statistics, compression, and rebuild indexes on system tables.
 - Update software as needed.
 - Protocol to recover lost data due to human error.

SECTION C. EVALUATION CRITERIA

Project approach, recommended implementation strategies, ability to provide 24/7 support and anticipated “live” time.	30 pts
Provider’s qualifications and proven experience with similar projects, and references.	30 pts
Certification as ESRI Partner. Certifications in AWS and Microsoft Database Administration.	20 pts
Proposed cost.	20 pts

EXHIBITS

Exhibit A: Proposal Submission Required Documents

All proposals shall be signed by an authorized principal of the Provider.

Proposers may use these forms or may generate a similar document with the required information. Please attempt to be concise in the narrative documents.

Signature Page

Proposer Name: _____

Proposer Address: _____

Phone: _____

Main POC/Title for RFP _____

Email Address _____

I hereby agree to abide by all conditions of this Request for Proposal and certify that I am authorized to sign this proposal for the proposer.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Do you take any exceptions or wish to state any clarifications to the terms of this RFP?

Yes _____ No _____

If "Yes," please attach a separate page indicating those exceptions or clarifications.

Cost Proposal

Provide a cost proposal based upon your understanding of the statement of work and tasks. Differentiate Phase One Upgrade/On-Boarding costs from Phase Two monthly/annual management services. Cost for Phase Two monthly/annual management services should include annual upgrades in software and AWS services as needed. Proposer will include an hourly cost for special project support as needed.

Monthly cost for the existing AWS account will continue to be paid by the City separately from the support contract. ESRI and Microsoft Licenses will continue to be paid under the City's existing software agreements.

Total Cost	
Phase One – Upgrade/On-Boarding <i>List each task included in cost.</i>	
Total Monthly Cost	
Phase Two - Monthly Maintenance / Support <i>List each task included in cost.</i>	
Hourly Cost for Special Projects Support	
Hourly Cost for Special Projects Support	

Additional Comments:

Additional Required Documents

References from at least three current customers with similar SOW

Include a summary of each project that show your qualifications and experience in performing services similar in scope and substance to this project.

Include for each reference:

- Customer contact information, location, and current service time period.
- Current gis services provided.
- Unique technical challenges and how you managed them.

Experience Narrative

Company history and experience. Qualifications and experience of individual team members that will contribute to this project.

Include:

- Company qualifications and experience to manage this service.
- Short professional biography for each team member, highlighting experience relevant to this project. Please include professional certifications with ESRI, AWS and Microsoft.

Project Approach

Describe your understanding of the project objectives and address your approach to the major elements outlined in the SOW. **You should include any steps or tasks not included in the SOW that you think would materially affect the progression and quality of the project. This is a production site and the proposer must account for continuity of gis services during both phases.**

At a minimum include:

- Your plan to provide support 24/7, response and recovery timelines as well as expected downtimes for system maintenance.
- Communications plan between City's gis staff and Provider to assure any changes/issues are known to both parties.
- Diagram of the proposed GIS cloud environment with details on suggested changes.
- Frequency of OS updates and patches.
- Monitoring strategies and notification protocol of issues to City.

- Backup and retention plan of EC2's and enterprise geodatabase.
- Security administration and management. Give details on your suggested best practices. You are not expected to evaluate the existing site.
- ESRI upgrade plan and maintenance.
- Active directory implementation plan.
- Project schedule.

ESRI Documentation

Include documents showing your Provider is recognized as an ESRI Partner with specialties in ArcGIS Cloud Services and System Ready. Be sure to include ESRI certifications for any project staff.

Subcontracting and Major Supplier Plan

Complete Disadvantaged Business Enterprises form in Exhibit E.

Exhibit B: Current Server Software License and Analytics Report

License #	License	License Type
1	Enterprise Advanced Up to Four Cores Maintenance	Server
1	Image Server Up to Four Cores Maintenance	Server
1	Enterprise Advanced Up to Four Cores Migrated Maintenance	Server
	Portal Users - 124 Assigned Creator - 100 / Viewer - 100	

ArcGIS Server Analytics Report - COM & MMC	
Total Started Services	142
Total Minimum Instances Per Node (started)	117
Total Maximum Instances Per Node (started)	346
Service Provider	Value
ArcObjects (ArcMap-based, dedicated instance) started services	79
ArcObjects (ArcMap-based, dedicated instance) minimum instances (sum)	73
ArcObjects (ArcMap-based, dedicated instance) maximum instances (sum)	182
ArcObjects11 (Pro-based, dedicated instance) started services	61
ArcObjects11 (Pro-based, dedicated instance) minimum instances (sum)	42
ArcObjects11 (Pro-based, dedicated instance) maximum instances (sum)	160
DMAPS (Shared Instance) started services	2
DMAPS (Shared Instance) minimum instances (sum)	2
DMAPS (Shared Instance) maximum instances (sum)	4
Service Type	Value
GeoCodeServer started services	4
GeoCodeServer minimum instances (sum)	4
GeoCodeServer maximum instances (sum)	8
GeometryServer started services	1
GeometryServer minimum instances (sum)	1
GeometryServer maximum instances (sum)	2
GPServer started services	41
GPServer minimum instances (sum)	9
GPServer maximum instances (sum)	116
MapServer started services	96
MapServer minimum instances (sum)	103
MapServer maximum instances (sum)	220

Exhibit C: Proposed Site

After Phase One, the City's AWS site should contain the following elements.

- Load Balancer
- Web Server IIS
- 2 ArcGIS Servers - Federated
- Portal using City Active Directory (Hosted on Azure)
- Data Store
- SQL Server Enterprise Geodatabase

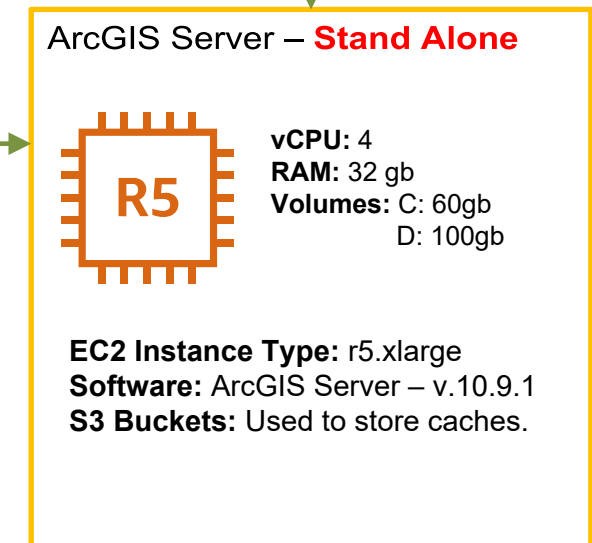
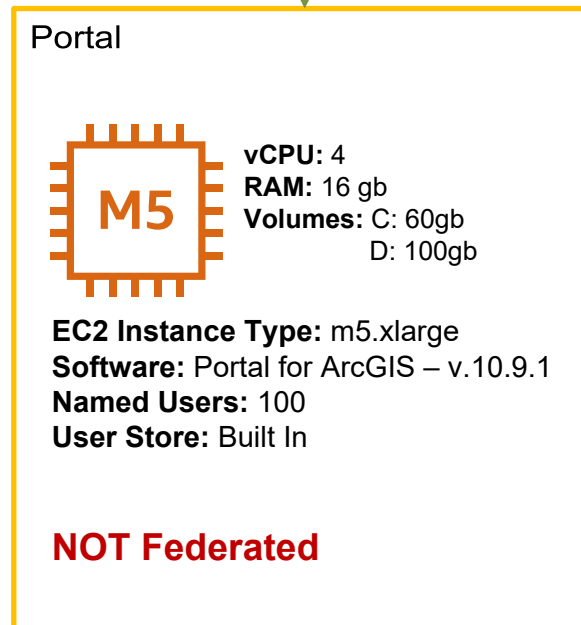
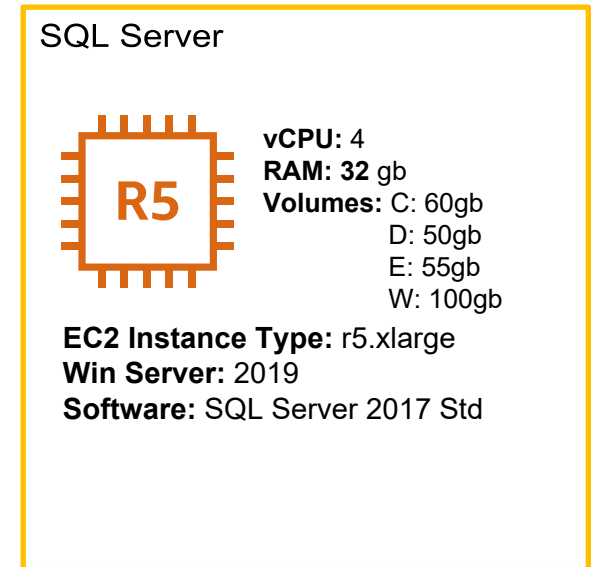
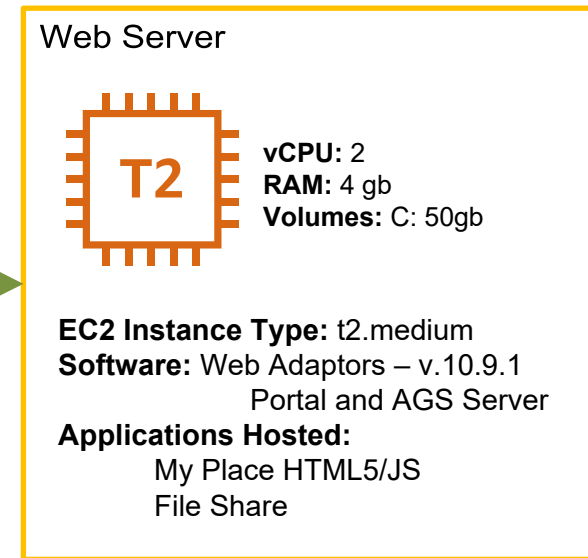
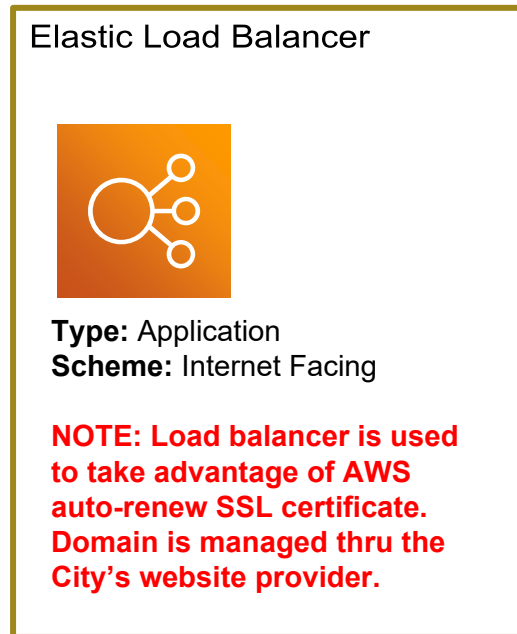
While this is a general roadmap on the upgrades/changes the City is looking to implement, it is not meant to restrict any proposals from being submitted. The proposer must explain any suggested changes submitted.

Exhibit D: Current Site Diagram

There are two existing AWS sites managed by the City. Site One is the City of Mobile (“COM”) and the second is the Mobile Mapping Consortium (“MMC”).

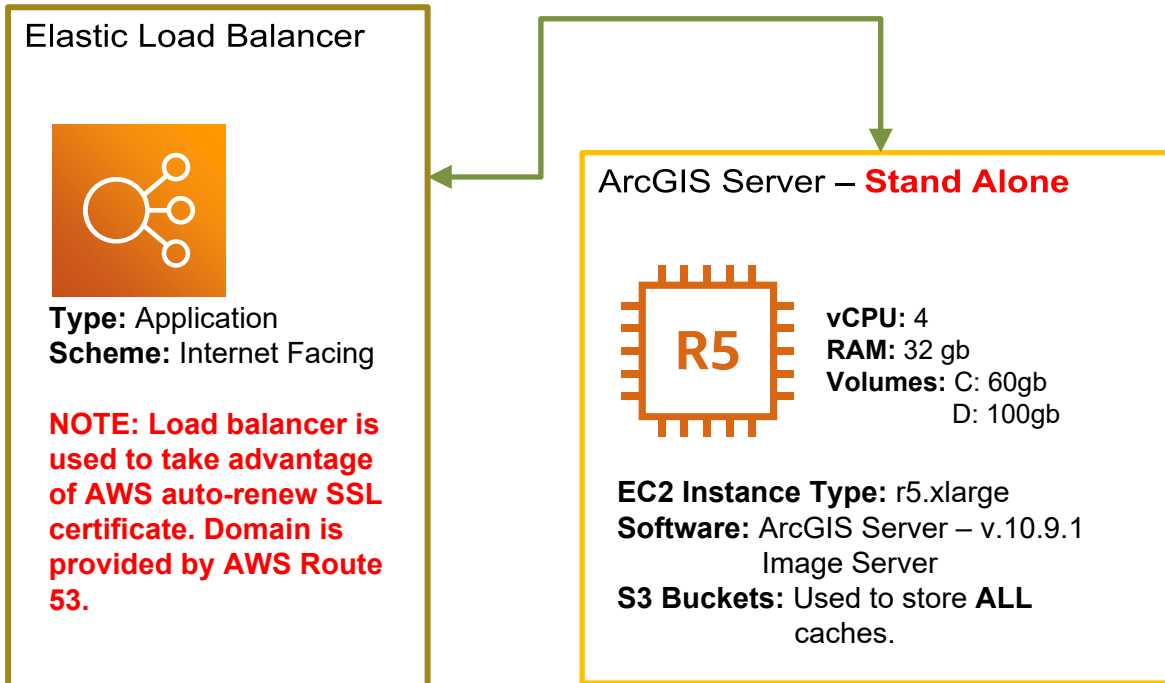
Phase One of the SOW is to move the single ArcGIS server on the MMC site to the COM site, along with the services and cache files located in S3 buckets. After the server is merged into the COM site, the MMC site and server will be deactivate, resulting in a single site for both ArcGIS Servers.

City of Mobile GIS (COM) Current ArcGIS Enterprise Configuration - AWS



All servers are reserved instances set to expire 5/1/2024.
Current backup is third party solution thru AWS – Cloud Protection Manager.

Mobile Mapping Consortium (MMC) Current ArcGIS Enterprise Configuration - AWS



Server is a reserved instance set to expire 4/21/2024.

Server is used to provided caches only, no data or query capabilities. Due to limited changes on site, server is manually cloned after changes.

Current AWS Services

COM
Cloud Watch
CP Mgr (Backups)
Data Transfer
EC2's
Elastic Load Balancing
Guard Duty
S3 - Storage
S3 Glacier Deep Archive
Support (Business)
VPN
MMC
Cloud Watch
Data Transfer
EC2's
Elastic Load Balancing
GuardDuty
Route 53
S3 - Storage

Exhibit E: Subcontracting and Major Supplier Plan



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

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised “good faith efforts” to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in “good faith” to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don’t have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the “good faith effort” documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About “**DBEs**”: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About “**Good Faith**” **Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The “good faith effort” factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.



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

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

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

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____ Date: _____

Title: _____

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

Name: _____ Title: _____

E-mail: _____ Phone: _____



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

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251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # _____ Your Bid/Proposal Amount \$ _____ Date: ____/____/____

Description _____

Name of Bidder/Proposer: _____

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only



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

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone _____ Email _____

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

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



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

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
		CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

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

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

Suggestions or comments to improve this program. _____

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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 Timmons Group, Inc., for three years, and renewable without further approval by City Council for two additional one-year periods, for GIS web management 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



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
resolution

Type
Cover Memo

Upload Date
4/11/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/11/2024 - 2:27
PM

RESOLUTION

FOR APPROVAL OF BONDS PURSUANT TO SECTION 147 OF THE INTERNAL REVENUE CODE

Sponsored by: City Council

WHEREAS, Infirmiry Health System Special Care Facilities Financing Authority of Mobile, a public corporation organized under the laws of the State of Alabama (the “Authority”), proposes to issue its revenue bonds (the “Bonds”) to provide financing for the benefit of Infirmiry Health System, Inc., an Alabama nonprofit corporation (“IHS”), and its affiliates, Mobile Infirmiry Association, an Alabama nonprofit corporation (“Mobile Infirmiry”), and Gulf Health Hospitals, Inc., an Alabama nonprofit corporation (“Gulf Health”). IHS, Mobile Infirmiry and Gulf Health are the members of an Obligated Group (the “Obligated Group”) under a master trust indenture and will be obligated for the payment of the Bonds. IHS and the other members of the Obligated Group own and operate health care facilities in the City of Mobile, Mobile County and Baldwin County;

WHEREAS, the Bonds are being issued in one or more series, at one or more times, in an aggregate principal amount of up to \$350 million (the “Maximum Amount”) as part of a plan to finance or refinance certain health care facilities of the Obligated Group. All series of Bonds to be issued under the plan of financing will be issued within three years after the issue date of the first issue. Proceeds of the Bonds will be made available to IHS and the other members of the Obligated Group and used to:

(1) refund all or a portion of certain outstanding indebtedness (the “Refunded Debt”) issued for the benefit of the Obligated Group, including without limitation the Authority’s Revenue Bonds (Infirmiry Health System, Inc.), Series 2021B issued in the original principal amount of \$20,000,000 and its Revenue Bonds (Infirmiry Health System, Inc.), Series 2021C issued in the original principal amount of \$50,000,000. The Refunded Debt financed, refinanced or reimbursed costs of health care facilities operated by the Obligated Group at the locations listed below; and

(2) finance or reimburse IHS or other members of the Obligated Group for the costs of certain capital improvements to the Obligated Group’s health care facilities, which may include hospital facilities, medical office buildings, outpatient clinics, building additions or renovations, new or replacement equipment and other capital expenditures for the integrated health care delivery system of IHS. The capital improvements to be financed or refinanced with proceeds of the Bonds are referred to collectively herein as the “Project”;

WHEREAS, all or portions of the Project may be located at any one or more of the following locations where IHS operates its health care delivery system:

(i) the Mobile Infirmiry Medical Center campus (including Infirmiry LTAC Hospital located at the Mobile Infirmiry campus), located at 5 Mobile Infirmiry Circle, Mobile, Alabama;

(ii) the Thomas Hospital campus, located at 750 Morphy Avenue, Fairhope, Alabama;

(iii) the North Baldwin Infirmary campus, located at 1815 Hand Avenue, Bay Minette, Alabama;

(iv) clinic facilities of the Obligated Group located at 7101 Highway 90, Daphne, Alabama;

(v) clinic and free standing emergency department facilities of the Obligated Group at the Obligated Group's Saraland campus, located at 95 Shell Street, Saraland, Alabama; and

(vi) clinic and free standing emergency department facilities of the Obligated Group at the Obligated Group's Malbis campus, located at 29487 State Highway 181, Daphne, Alabama.

Up to the entire Maximum Amount may be used for the Project at any one of these locations;

WHEREAS, the facilities that comprise the Project are or will be owned and operated by IHS, MIA, Gulf Health, Infirmary Health Hospitals, Inc. and/or their subsidiaries and affiliates (each of which is a member of the Obligated Group or an affiliate of IHS);

WHEREAS, the Bonds will be special or limited obligations of the Authority payable solely from payments by IHS pursuant to one or more loan agreements and corresponding notes, and payments by the Obligated Group pursuant to one or more master indenture obligations. The Bonds will not be general obligations of the Authority and will not in any way constitute a debt, liability or obligation of the State of Alabama or any political subdivision of the State of Alabama, including without limitation, Mobile, Alabama (the "City"). The Bonds will not be payable from any tax revenues; and

WHEREAS, a public hearing concerning the proposed issuance of the Bonds, accessible to the public by telephone, was conducted by the Authority on behalf of the City at 11:00 a.m. on Wednesday, April 3, 2024. Notice of such hearing was given by electronic posting on the City's public website in an area of that website used to inform the City's residents about events affecting the residents. Such hearing provided an opportunity for persons with different views on the proposed issuance of the Bonds and the location and nature of the Project to express their views, both orally and in writing.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF MOBILE, ALABAMA, that it hereby consents to and approves the issuance of the Bonds for the purposes set forth herein and the refunding of such Bonds from time to time. This consent and approval is being given pursuant to, and solely for the purposes of, the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, and the final regulations promulgated thereunder, and Title 11, Chapter 62 of the Code of Alabama of 1975, as amended. This consent to and approval of the issuance of the Bonds should not be construed as expressing any view whatsoever as to the financial feasibility of the Project or the adequacy of any security provided for the Bonds. This certificate shall never be taken to impose any liability of any kind whatsoever upon the City or the undersigned, in either an individual or official capacity.

APPROVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF MOBILE, ALABAMA, this 16th day of April, 2024.

William S. Stimpson, Mayor

ATTEST:

Lisa C. Lambert, City Clerk

I, Lisa C. Lambert, City Clerk of the City of Mobile, Alabama, do hereby certify the foregoing to be a true and exact copy of a Resolution approved and adopted by the City Council of Mobile, Alabama, at its regular meeting held on the 16th day of April, 2024.

Lisa C. Lambert, City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve proposed Bid award to Truck Equipment Sales, Inc., for truck and van accessories for fleet management.

General Fund.

Amount of Contract:

N/A, as needed at Item-based unit pricing

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20240408 Accessories Agenda Package Bids	Cover Memo	4/8/2024

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	4/11/2024 - 12:32 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 Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
<u>5864</u>	Truck/Van Accessories	30	See bid submission	Three months, renewable for five additional three-month periods.	<u>(208560) Truck Equipment Sales, Inc.</u>

Adopted:

City Clerk

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

This is Not an Order

Mailing Address:

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

Purchasing Department
and Package Delivery:

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

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

Typed by: tajbe

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:
12/22/2023	5864	GARAGE	To Be Determined

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

12:01 PM, Tuesday, January 09, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach
any additional information required to this form.

TRUCK/VAN ACCESSORIES INCLUDING INSTALLATION

Bid your best price for items on this bid.

The City will base its purchases on the best price combination of items bid. The City desires not to go to multiple locations to get accessories for one vehicle.

When a vehicle is to receive the item(s)/accessory(s) on the bid, the City will build a package and make the purchase from the vendor where the pricing combination gives the best price to be done at one location.

The purchase will be on a vehicle-by-vehicle combination of the best price. Based on history more than one vendor will be getting purchase orders as a result of this bid. This gives the City the best pricing combination and business to multiple vendors.

Vendor's must have a place of business with a shop within 15 miles of the City of Mobile.

Vendor's will be responsible to supply product and to make the installation.

Page 1 of 6

TOTAL

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

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

Firm Name Truck Equipment SalesTyped Signature MAN FROYBy [Signature]

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 2 of 6					
	NERF BARS/SIDE STEPS: Two Door (Powder Coat Black), 4 inch Oval Wheel to Wheel Type Make & Model <u>NFAB F1577RC-4</u>		633	<u>00</u>		
	NERF BARS/SIDE STEPS: Four Door (Powder Coat Black), 4 inch Oval Wheel to Wheel Type Make & Model <u>NFAB F1596CC-L-TX</u>		733	<u>00</u>		
	BED LINER: Spray in 5.5 ft. Make <u>LINE-X</u>		475	<u>00</u>		
	BED LINER: Spray in 6.5 ft. Make <u>LINE-X</u>		475	<u>00</u>		
	BED LINER: Spray in 8 ft. Make <u>LINE-X</u>		475	<u>00</u>		
	TOOL BOX: Aluminum, Low Profile, Side Opening 2 Door/Lid Make & Model <u>UWS TB-69</u>		443	<u>00</u>		
	TOOL BOX: Aluminum, Extra Deep, Side Opening 2 Door/Lid Make & Model <u>UWS TBID-69</u>		560	<u>00</u>		
	TOOL BOX: Aluminum, Low Profile, Single Lid Full Opening Make & Model <u>UWS TBS-69-LP</u>		413	<u>00</u>		
	TOOL BOX: Aluminum, Extra Deep, Single Lid Full Opening Make & Model <u>UWS TBSD-69</u>		514	<u>00</u>		
	TONNEAU COVER: A.R.E. LSII Fiberglass Painted to Match Vehicle Color, 5.5 Foot. Make & Model <u>Leer 500</u>		1813	<u>00</u>		
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Truck Equipment Sales, Inc.
By [Signature]

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 6					
	TONNEAU COVER: A.R.E. LSII Fiberglass Painted to Match Vehicle Color, 6.5 Foot. Make & Model <u>Leer 500</u>		1813	00		
	TONNEAU COVER: A.R.E LSII Fiberglass Painted to Match Vehicle Color, 8 foot Make & Model <u>Leer 500</u>		1880	00		
	LADDER RACK: VANS - Kargo Master Dual Drop Ladder Rack EZ Drop. Make & Model <u>Kargo Master 4THSDD</u>		3634	00		
	LADDER RACK: TRUCKS - Kargo Master Pro II w/ Ratchet Straps (2 each). Make & Model <u>Kargo Master Pro II</u>		1750	00		
	TOWING PACKAGE: • Rear Receiver Hitch: Install 2 Inch Receiver Hitch with 4 and 7 Pin Connector Plug Make & Model <u>Curt Hitch w/ Plug</u>		451	00		
	• Install Brake Controller Controller Model <u>Curt 51120</u>		145	00		
	• Front 2 Inch Receiver Hitch Make & Model <u>Curt 31088</u>		395	00		
	• Front Winch Mount Kit Make & Model <u>No Bid</u>					
	<u>NO INSERTS ARE TO BE PROVIDED WITH HITCHES</u>					
	CORNER STROBE LIGHTS: NO CORNER LED STROBES ARE TO BE INSTALLED OR MOUNTED IN FRONT HEADLIGHTS OR FRONT TURN SIGNALS OR REAR TAILLIGHT FIXTURES					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Truck Equipment Sales, Inc
By Maitz

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

Page_____ of _____

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BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 5 of 6 LIGHT BAR: Light Bar LED Yellow/Amber Warning Light 42 inch or Greater not to exceed 72 inches with hook on mount. To have 4 corner LEDs and 2 LEDs on/in bar between the ends. 4 LEDs facing forward and 4 LEDs facing facing to the rear. Must be Class 1 rated. Make & Model <u>Buyers 8893048</u> UNDER BODY/RUNNING BOARD LED LIGHTS: Amber or White in color. Minimum of 4 lights per side. Must be Class 1 rated. 2 Door Cab Truck Make & Model <u>Buyers Products 8892240</u> 4 Door Extended Cab Truck Make & Model <u>Buyers Products 8892240</u> 4 Door Crew Cab or Super Crew Cab Truck Make & Model <u>Buyers Products 8892240</u> SLIDING BED TRAY: (CARGO GLIDE): 1000LB 75% Extension Make & Model <u>CG1000-6348</u> SLIDING BED TRAY: (CARGO GLIDE): 1500LB 100% Extension Make & Model <u>CG1500-6348</u> <u>ALL PRICES MUST INCLUDE INSTALLATION</u> Business License Required (See Instruction #14) 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.					
			974	-		
			650	-		
			650	-		
			650	-		
			1575	.00		
			1993	.00		
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Truett Equipment Sales, Inc
By [Signature]

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

Page_____ of _____

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AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Howard Industries, Inc for new operations center video wall for MPD.

Capital equipment

Amount of Contract:

\$299,197.28

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20240409 Howard Agenda Package POs	Cover Memo	4/9/2024

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	4/11/2024 - 12:35 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>6728</u>	2024	(1530) POLICE ADMIN SERVICES	NEW OPERATIONS CENTER VIDEO WALL FOR MPD (OMNIA/NCPA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$299,197.28	(<u>292451</u>) <u>HOWARD</u> <u>INDUSTRIES INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fo1a Status: Approved	Page 1
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Vendor HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

PER OMNIA/NCPA CONTRACT #01-145.

PRICE INCLUDES: REMOVING OLD VIDEO WALL AND REPLACING THE VIDEO WALL WITH ALL NEW PRODUCTS. PRICE INCLUDES INSTALLATION AND TRAINING.

WALL IS TO BE IN PLACE AND FULLY FUNCTIONAL FOR THE 2024 HURRICANE SEASON.

001 4-Series™ Control System w/control subnet MPN: CP4N Contract: NCPA 01-145	1.00 EACH	1818.00000	1818.00
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1 2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			1818.00
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Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606
Delivery Reference
PC

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
002	DM Lite® 4K60 4:4:4 Transmitter for HDMI® Signal Extension over CATx Cable, Wall Plate, White MPN: HD-TX-4KZ-101-1G-W Contract: NCPA 01-145	2.00 EACH	266.00000	532.00
1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			532.00
Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606				
003	DM Lite® 4K60 4:4:4 Receiver for HDMI® Signal Extension over CATx Cable MPN: HD-RX-4KZ-101 Contract: NCPA 01-145	2.00 EACH	236.00000	472.00
1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			472.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
004	DM Lite® 4K60 4:4:4 Transmitter for HDMI®, RS-232, and IR Signal Extension over CATx Cable MPN: HD-TXC-4KZ-101 Contract: NCPA 01-145	2.00 EACH	278.00000	556.00
1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			556.00

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 PC

 Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved	Page 4
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Vendor HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			

005	DM Lite® 4K60 4:4:4 Receiver for HDMI®, RS-232, and IR Signal Extension over CATx Cable MPN: HD-RXC-4KZ-101 Contract: NCPA 01-145	2.00 EACH	278.00000	556.00
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1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			556.00
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 PC

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

006	Digital Graphics Engine 100 MPN: DGE-100 Contract: NCPA 01-145	2.00 EACH	1298.00000	2596.00
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1	2000.80.00.0000.0000.0000.0000.48050.			
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved	Page 5
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Vendor HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	E C0891 .ARCHITECTU.			2596.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
007	Samsung QB75C - 75' Diagonal Class QBC Series LED-backlit LCD display - Crystal UHD - digital signage - Tizen OS - 4K UHD (2160p) 3840 x 2160 MPN: QB75C Contract: NCPA 01-145	2.00 EACH	1841.00000	3682.00
1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			3682.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved	Page 6
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Vendor HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
008	Chief Fusion Large Tilt TV wall Mount - For Displays 42-86' - Black - Large - mounting kit (wall mount) - micro adjustment - for LCD display - black - screen size: 42'-86' MPN: LTM1U Contract: NCPA 01-145	2.00 EACH	269.00000	538.00
1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			538.00

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Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.48050.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 7
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Vendor
HOWARD INDUSTRIES INC
P O BOX 1588

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

LAUREL, MS 39441

MOBILE, AL 36606

Tel#601-399-5831
Fax 601-399-5077

Delivery Reference
PC

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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03/19/24	292451				POLICE ADMIN SERVICES
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LN Description / Account	Qty	Unit Price	Net Price
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Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606
Delivery Reference
PC

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

009 Custom CORIOmaster2 video processor MPN: CM2-547-MK2 Contract: NCPA 01-145	1.00 EACH	42112.00000	42112.00
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1 2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			42112.00
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Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606
Delivery Reference
PC

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved	Page 8
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Vendor HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36606			
010	Custom LED Direct View Video wall, 1.56mm, 4608x1296 MPN: EngageNXT Contract: NCPA 01-145	1.00 EACH	155334.00000	155334.00
1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			155334.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
011	ZyPerUHD60 Encoder, 3x1 Switching Input, Dual LAN with Integrated Management MPN: ZUHD60-2EMP Contract: NCPA 01-145	1.00 EACH	2119.00000	2119.00
1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			2119.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved	Page 9
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Vendor HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
012	ZyPerUHD60 Encoder, 3x1 Switching Input MPN: ZUHD60-1E Contract: NCPA 01-145	11.00 EACH	942.00000	10362.00
1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			10362.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved	Page 10
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Vendor HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
013	ZyPerUHD60 Decoder, Single LAN MPN: ZUHD60-1D Contract: NCPA 01-145	1.00 EACH	942.00000	942.00
1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			942.00
Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606				
014	ZyPerUHD60 6RU Rack Mount MPN: ZUHD60RACK Contract: NCPA 01-145	2.00 EACH	511.00000	1022.00
1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			1022.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved	Page 11
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Vendor HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
015	ViewSonic TD2430 - LED monitor - 24' (23.6' viewable) - touchscreen - 1920 x 1080 Full HD (1080p) - VA - 3000:1 - 10 ms - HDMI, VGA, DisplayPort - speakers MPN: TD2430 Contract: NCPA 01-145	2.00 EACH	318.00000	636.00
1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			636.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved	Page 12
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Vendor HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			

016	Q-SYS network + analog I/O processor (v2) MPN: CORE 110f-v2 Contract: NCPA 01-145	1.00 EACH	2981.00000	2981.00
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1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			2981.00
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 PC

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

017	Shure ULX-D Digital wireless System ULXD4D - wireless audio receiver for wireless microphone MPN: ULXD4D--H50 Contract: NCPA 01-145	1.00 EACH	2532.00000	2532.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved
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Vendor
 HOWARD INDUSTRIES INC
 P O BOX 1588

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

LAUREL, MS 39441

Tel#601-399-5831
 Fax 601-399-5077

Delivery Reference
 PC

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
1 2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			2532.00
Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
018 Shure ULXD1 - wireless bodypack transmitter for wireless microphone system MPN: ULXD1=-H50 Contract: NCPA 01-145	1.00 EACH	449.00000	449.00
1 2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			449.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fo1a Status: Approved	Page 14
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Vendor HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
019	Shure WL185 MPN: WL185 Contract: NCPA 01-145	1.00 EACH	102.00000	102.00
1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			102.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved	Page 15
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Vendor HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
020	Shure ULXD2/SM58 - Microphone MPN: ULXD2/SM58=-H50 Contract: NCPA 01-145	1.00 EACH	478.00000	478.00
1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			478.00
Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606				
021	Shure SBC200-US MPN: SBC200-US Contract: NCPA 01-145	1.00 EACH	207.00000	207.00
1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			207.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved
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Vendor
 HOWARD INDUSTRIES INC
 P O BOX 1588

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

LAUREL, MS 39441

MOBILE, AL 36606

Tel#601-399-5831
 Fax 601-399-5077

Delivery Reference
 PC

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 PC

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

022 Shure SB900B - Battery - Li-Ion - 1240 mAh - 4.59 Wh - for Shure AD3, P10, ULXD2/KSM9HS; QLX-D QLXD2/KSM9HS; ULX-D ULXD2/B87, ULXD2/K8 MPN: SB900B Contract: NCPA 01-145	2.00 EACH	90.00000	180.00
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1 2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.	180.00
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 PC

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved	Page 17
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Vendor HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
023	Vaddio EasyIP AV-Over-IP Video Conferencing Decoder - Black - Audio/video over IP decoder MPN: 999-60210-000 Contract: NCPA 01-145	1.00 EACH	767.00000	767.00
1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			767.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
024	EasyIP 5 ePTZ Camera MPN: 999-30150-000 Contract: NCPA 01-145	1.00 EACH	2224.00000	2224.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved	Page 18
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Vendor HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			2224.00
Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606				
025	Vaddio EasyIP CeilingMIC Conference Microphone - For Video Conferencing - white - Microphone - RJ-45 - white - for EasyIP AMS-1816P MPN: 999-85810-000 Contract: NCPA 01-145	4.00 EACH	908.00000	3632.00
1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			3632.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fo1a Status: Approved	Page 19
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Vendor HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
026	NETGEAR AV Line M4250-40G8XF-PoE+ - Switch - L3 - managed - 40 x 10/100/1000 (PoE+) + 8 x 1 Gigabit / 10 Gigabit SFP+ - side to side airflow - rack-mountable - PoE+ (960 w) MPN: GSM4248PX-100NAS Contract: NCPA 01-145	1.00 EACH	2603.00000	2603.00
1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			2603.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved	Page 20
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Vendor HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
027	1000' shielded CAT6 Plenum, Black MPN: 254236FBK1000 Contract: NCPA 01-145	2.00 EACH	650.00000	1300.00
1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			1300.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved
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Vendor
 HOWARD INDUSTRIES INC
 P O BOX 1588

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

LAUREL, MS 39441

MOBILE, AL 36606

Tel#601-399-5831
 Fax 601-399-5077

Delivery Reference
 PC

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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028 Cat6 shielded Connector 50 pack MPN: 106192 Contract: NCPA 01-145	1.00 EACH	89.00000	89.00
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1 2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.		89.00
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 PC

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

029 1000' CAT6 Plenum Cable, white MPN: 254246EZWH1000 Contract: NCPA 01-145	1.00 EACH	289.00000	289.00
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1 2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.		289.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved	Page 22
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Vendor HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
030	Cat6 UTP 1piece Modular Plug , Bag of 100 MPN: CN-CAT61PC-01 Contract: NCPA 01-145	1.00 EACH	94.00000	94.00
1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			94.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved	Page 23
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Vendor HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
031	1P 22G STRD SHLD PLEN II 500' Audio & Control MPN: 25291BGY0500 Contract: NCPA 01-145 1 2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.	1.00 EACH	56.00000	56.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			56.00
032	MicroFlex Pro AV/IT CAT6 Snagless Patch Cable Black 5ft MPN: MCAT6-5PROBLK Contract: NCPA 01-145 1 2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.	12.00 EACH	6.00000	72.00
				72.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved	Page 24
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Vendor HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
033	Comprehensive MicroFlex Pro AV/IT - Patch cable - RJ-45 (M) to RJ-45 (M) - 7 ft - CAT 6 - booted, snagless, stranded - black MPN: MCAT6-7PROBLK Contract: NCPA 01-145	12.00 EACH	7.00000	84.00
1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			84.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved	Page 25
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Vendor HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			

034	Comprehensive MicroFlex Pro AV/IT - Patch cable - RJ-45 (M) to RJ-45 (M) - 10 ft - CAT 6 - molded, snagless, stranded - black MPN: MCAT6-10PROBLK Contract: NCPA 01-145	12.00 EACH	10.00000	120.00
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1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			120.00
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 PC

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

035	Comprehensive MHD48G-3PROBLK MPN: MHD48G-3PROBLK Contract: NCPA	10.00 EACH	20.00000	200.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved	Page 26
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Vendor HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
01-145				
1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			200.00
Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606				
036	Comprehensive MHD48G-6PROBLK MPN: MHD48G-6PROBLK Contract: NCPA 01-145	16.00 EACH	26.00000	416.00
1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			416.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved	Page 27
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Vendor HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
037	Comprehensive MHD48G-9PROBLK MPN: MHD48G-9PROBLK Contract: NCPA 01-145	15.00 EACH	33.00000	495.00
1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			495.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved
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Vendor
 HOWARD INDUSTRIES INC
 P O BOX 1588

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

LAUREL, MS 39441

MOBILE, AL 36606

Tel#601-399-5831
 Fax 601-399-5077

Delivery Reference
 PC

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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038 Comprehensive - USB cable - USB (M) to USB Type B (M) - USB 2.0 - 10 ft - molded - black MPN: USB2-AB-10ST Contract: NCPA 01-145	15.00 EACH	5.00000	75.00
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1 2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.	75.00
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 PC

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

039 Comprehensive - USB cable - USB (M) to USB Type B (M) - USB 2.0 - 6 ft - molded - black MPN: USB2-AB-6ST Contract: NCPA 01-145	4.00 EACH	5.00000	20.00
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1 2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.	20.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved	Page 29
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Vendor HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
040	Comprehensive - USB cable - USB (M) to USB Type B (M) - USB 2.0 - 3 ft - molded - black MPN: USB2-AB-3ST Contract: NCPA 01-145	3.00 EACH	4.00000	12.00
1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			12.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved	Page 30
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Vendor HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	2460 GOVERNMENT STREET MOBILE, AL 36606			
041	Premium 3 pin XLR Jack MPN: XLRJ-3N Contract: NCPA 01-145	2.00 EACH	4.00000	8.00
1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			8.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
042	Premium 3 pin XLR Plug MPN: XLRP-3N Contract: NCPA 01-145	1.00 EACH	4.00000	4.00
1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			4.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved	Page 31
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Vendor HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
043	BTX MaxBlox 9-pin D-sub Male Connector (Denon, Newline) MPN: CD-MX9M Contract: NCPA 01-145	2.00 EACH	16.00000	32.00
1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			32.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved	Page 32
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Vendor HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
044	BTX MaxBlox 9-pin D-sub Female Connector (Epson, Viewsonic) MPN: CD-MX9F Contract: NCPA 01-145 1 2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.	2.00 EACH	16.00000	32.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
045	BTX MaxBlox Hood with Strain Relief MPN: CD-MX915H Contract: NCPA 01-145 1 2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.	2.00 EACH	4.00000	8.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved	Page 33
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Vendor HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
046	FREIGHT	1.00 EACH	646.03000	646.03
	Vendor Item Inventory Item/Loc 14009			
1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			646.03
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved	Page 34
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Vendor HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	2460 GOVERNMENT STREET MOBILE, AL 36606			
047	OPP-022641 - Labor - EOC MPN: OPP-022641	1.00 EACH	26381.00000	26381.00
1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			26381.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
048	OPP-022641 - Programming/Commissioning MPN: OPP-022641	1.00 EACH	8874.00000	8874.00
1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			8874.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fo1a Status: Approved	Page 35
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Vendor HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
049	***OPTIONAL*** OPP-022641 - SSC MPN: OPP-022641	1.00 EACH	6623.00000	6623.00
1	2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			6623.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006728-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved	Page 36
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Vendor HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
050 OPP-022641 - Contingency Fee MPN: OPP-022641	1.00 EACH	13835.25000	13835.25
1 2000.80.00.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU.			13835.25

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 PC

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Requisition Link

Requisition Total 299197.28

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

Account	Amount	Remaining Budget
E C0891 .ARCHITECTU.	299197.28	77332.72

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48050.	299197.28	

Howard Technology Solutions

Technology Solutions, Products & Services

Howard Technology Solutions, known for its cost-effective approach to providing the very latest in reliable, high-quality equipment, manufactures custom desktops, notebooks, servers, and presentation carts that continue to secure market recognition. In addition, established partnerships with other industry leaders enable Howard to offer a rich portfolio of over 250,000 name brand products ranging from projectors, document cameras, and sound amplification systems to interactive technologies and control systems—everything needed to teach 21st Century skills, foster collaboration, and integrate multimedia tools into instruction.

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[Nonprofit](#)

Public Sector

-  [K-12 Education](#)
-  [Higher Education](#)
-  [State & Local Government](#)

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[VIEW CONTRACT DOCUMENTATION](#)

[CONTACT US](#)

Howard Technology Solutions Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Technology Solutions, Products and Services

Region 14 ESC - TX

Contract Number: 01-145

Initial Term: December 1, 2022 - November 30, 2025

Renewal Options: Option to renew for five (5) additional one (1) year periods through November 30, 2030.

Executive Summary

- [Pricing](#)

Master Agreement Documents

- [Official Signed Contract](#)
- [Contract Award Letter](#)
- [NJ Compliance](#)

Response Evaluation

- [Supplier Response to RFP](#)
- [Evaluation Documents](#)

Solicitation Process

- [Original RFP Document](#)
- [Proof of Publication](#)

INDUSTRIES

[K-12 Education](#)
[Higher Education](#)
[Government](#)
[Nonprofit](#)
[Enterprise](#)
[Corporate](#)
[Private Equity](#)
[Real Estate](#)

SOLUTIONS

[Contract Offerings](#)
[Data & Spend Analytics](#)
[Industry Experts](#)

ABOUT US

RESOURCES

CAREERS



OMNIA
PARTNERS

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

[BECOME A MEMBER](#)



Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector (“Omnia”), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department’s review, the competitive bid process used by Omnia is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

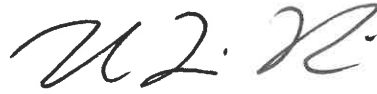
Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

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

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for “public works,” as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

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

Sincerely,

A handwritten signature in black ink, appearing to read "RLR", with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to JustFOIA, Inc for annual renewal of JustFOIA public records management software for Communications Dept.
General fund.

Amount of Contract:

\$21,531.84

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20240411 JustFOIA Agenda Package POs	Cover Memo	4/11/2024

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	4/11/2024 - 12:36 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>7675</u>	2024	(4500) EXTERNAL & COMMUNITY AFFAIRS	ANNUAL RENEWAL OF JUSTFOIA PUBLIC RECORDS MANAGEMENT SOFTWARE (BID EXEMPT AS SOFTWARE, PRICE BELOW BID REQUIREMENT)	\$21,531.84	<u>(297746)</u> <u>JUSTFOIA INC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00007675-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.05.4500.4500.0500.0000.0000.42110.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
=====	=====

Vendor
JUSTFOIA INC
P O BOX 79-0379

SAINT LOUIS, MO 63179

Ship To
COMMUNICATIONS & EXTERNAL AFF
200 GOVERNMENT STREET
2ND FLOOR
MOBILE, AL 36602
PORTIA.FOSTER@CITYOFMOBILE.ORG

Deliver To
COMMUNICATIONS & EXTERNAL AFF
200 GOVERNMENT STREET
2ND FLOOR
MOBILE, AL 36602

-----	-----
Date Ordered	Vendor Number
04/10/24	297746
Date Required	Ship Via
04/10/24	
Terms	Department
	EXTERNAL & COMMUNITY AFFAIR
-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	PER STATE OF ALABAMA SOFTWARE EXEMPTION CODE 41-16-51(A)(8). JustFOIA Renewal Coverage Period: 5/12/24 - 5/11/25. INVOICE #RN16790.	1.00 EACH	21531.84000	21531.84
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1	1000.10.05.4500.4500.0500.0000.0000.42110.			21531.84
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Ship To
COMMUNICATIONS & EXTERNAL AFF
200 GOVERNMENT STREET
2ND FLOOR
MOBILE, AL 36602

Deliver To
COMMUNICATIONS & EXTERNAL AFF
200 GOVERNMENT STREET
2ND FLOOR
MOBILE, AL 36602

Requisition Link

Requisition Total	21531.84
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.05.4500.4500.0500.0000.0000.42110.	21531.84	96072.91
COMMUNITY AFF/COUNCIL LIA EXP DUES & SUBSCRIPTION		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007675-00 FY 2024 Acct No: 1000.10.05.4500.4500.0500.0000.0000.42110. Review: Buyer: 9105fola Status: Approved
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Page 2

Vendor
 JUSTFOIA INC
 P O BOX 79-0379

 SAINT LOUIS, MO 63179

Ship To
 COMMUNICATIONS & EXTERNAL AFF
 200 GOVERNMENT STREET
 2ND FLOOR
 MOBILE, AL 36602
 PORTIA.FOSTER@CITYOFMOBILE.ORG

Deliver To
 COMMUNICATIONS & EXTERNAL AFF
 200 GOVERNMENT STREET
 2ND FLOOR
 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/10/24	297746	04/10/24			EXTERNAL & COMMUNITY AFFAIR

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

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

Activity	Date	Clerk	Comment
Approved	04/11/24	DONALD ROSE	Approved by: 9105fola
Approved	04/11/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	04/11/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	04/11/24	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	04/11/24	JOHN PAINE	Auto approved by: 910516727
Approved	04/11/24	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
 Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

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 three automated Kenworth chassis New Way body side-load garbage trucks for Sanitation Dept Motor pool capital.

Amount of Contract:

\$1,214,318.18

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20240411 Sansom Agenda Package POs	Cover Memo	4/11/2024

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	4/11/2024 - 2:16 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>5174</u>	2024	(F7000) MOTOR POOL	THREE AUTOMATED KENWORTH CHASSIS NEW WAY BODY SIDE-LOAD GARBAGE TRUCKS FOR SANITATION DEPT (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$1,214,316.18	(<u>190715</u>) <u>SANSOM</u> <u>EQUIPMENT CO</u> <u>INC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00005174-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
=====	=====

Vendor
SANSOM EQUIPMENT CO INC
2025 W I-65 SERVICE ROAD NORTH

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36618

MOBILE, AL 36604
ageet@cityofmobile.org

Tel#205-401-4040
Fax 251-631-3768

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
03/04/24	190715				MOTOR POOL
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
001	THREE (3) AUTOMATED SIDE LOADER GARBAGE TRUCK AS SPECIFIED: 2024 OR NEWER KENWORTH AUTOMATED SIDE LOADER GARBAGE TRUCK WITH NEW WAY ASL BODY.	3.00 EACH	404772.06000	1214316.18

Additional Description Notes

THREE (3) AUTOMATED SIDE LOADER GARBAGE TRUCK AS SPECIFIED: 2024 OR NEWER
AUTOCAR AUTOMATED SIDE LOADER GARBAGE TRUCK WITH NEW WAY ASL BODY.

REQUESTED BY 2090 SANITATION DEPT.
AS PER SOURCXEWELL CONTRACT 110223 NWY AND YOUR QUOTE # SECQ7071 DATED
3-26-2024

1	7000.40.20.0000.0000.2070.0000.0000.47120.	
	E MP02070 .VEHICLEEXP.	1214316.18

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

[Requisition Link](#)

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005174-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 2
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Vendor SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 ageet@cityofmobile.org Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/04/24	190715				MOTOR POOL

LN Description / Account	Requisition Total	Qty	Unit Price	Net Price
				1214316.18

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

Account	Amount	Remaining Budget
E MP02070 .VEHICLEEXP.	1214316.18	679961.66

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	1214316.18	14003154.91
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Approved	02/09/24	CHARLES SUMRALL	
Approved	03/04/24	CHARLES SUMRALL	
Approved	02/14/24	SHONNDA SMITH	
Approved	02/14/24	CHERI BOUCHER	Auto approved by: 910518244
Approved	02/14/24	CASI CALLAWAY	Auto approved by: 910518244
Approved	03/04/24	SHONNDA SMITH	
Approved	03/04/24	CHERI BOUCHER	Auto approved by: 910518244
Rejected	03/02/24	JOHN PAINE	see email about what Marc want
Approved	04/11/24	DONALD ROSE	Auto approved by: 9105paij
Approved	04/11/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/11/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	04/11/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	04/11/24	JOHN PAINE	
Approved	04/11/24	MICHAEL SPAFFORD	Auto approved by: 9105paij

=====	=====
Bill To	Requisition 00005174-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
=====	=====

Vendor
SANSOM EQUIPMENT CO INC
2025 W I-65 SERVICE ROAD NORTH

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36618

MOBILE, AL 36604
ageet@cityofmobile.org

Tel#205-401-4040
Fax 251-631-3768

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
03/04/24	190715				MOTOR POOL
-----	-----	-----	-----	-----	-----

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

New Way

Refuse trucks

#110223-NWY

Maturity Date: 12/28/2027

Website: refusetrucks.scrantonmfg.com/sourcewell 

Sourcewell 

Awarded Contract

Buy Sourcewell

Login to unlock more contract features.

Username

Password

[Log In](#)

[Forgot username or password?](#) 

[Setup Buy Sourcewell access](#) 

Products & Services

Buy Sourcewell

Documents

Contact Information

Products & Services

Sourcewell contract 110223-NWY gives access to the following types of goods and services:

- Sidewinder XTR automated side loader (ASL)
- ROTO PAC auger-driven ASL
- Wolverine under-CDL capable ASL
- King Cobra rear loader (RL)
- Cobra Magnum RL
- Cobra High Compaction RL
- Cobra RL
- Viper RL
- Diamondback under-CDL RL
- Mammoth standard or lightweight front loaders
- Mamba Satellite sider loader
- New Way Trucks OEM parts

[Locate your local dealer or representative](#) 

(nongovernment site)

Register for an account

Simply complete the online application or contact the Client Relations team at service@sourcewell-mn.gov or 877-585-9706.

Search Suppliers & Contracts

[General Contracts](#)

[eziQC Contracts](#)

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

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

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

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

Sincerely,

A handwritten signature in cursive script, appearing to read 'R. L. Riddle', with a small dot at the end of the last name.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to SHI International Corp for Aruba network switches and power supplies, and network configuration and monitoring software for MIT.
Capital equipment

Amount of Contract:

\$23,804.66

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20240409 SHI Agenda Package POs	Cover Memo	4/9/2024

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	4/11/2024 - 12:37 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>4573</u>	2024	(5000) INFORMATION TECHNOLOGY	ARUBA NETWORK SWITCHES & POWER SUPPLIES AND ARUBA NETWORK MANAGEMENT SOFTWARE FOR MIT (PRICE BELOW BID REQMT; SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$23,804.66	<u>(272641) SHI INTERNATIONAL CORP</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004573-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/25/24	272641	01/25/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	PER SOURCEWELL CONTRACT #081419-SHI HEWLETT PACKARD ENTERPRISE:Aruba X371 12VDC 250W 100-240VAC Power Supply United States English Hewlett Packard Enterprise - Part#: JL085A#ABA Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	4.00 EACH	322.33000	1289.32
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1	2000.80.00.0000.0000.0000.0000.44020. E C0637 .OPERSUPPLS.			1289.32
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

002	HEWLETT PACKARD ENTERPRISE:Aruba	2.00	694.71000	1389.42
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004573-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/25/24	272641	01/25/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
		EACH		
	Central 63xx or 38xx Switch Foundation 3 year Subscription E-STU Hewlett Packard Enterprise - Part#: Q9Y79AAE Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI			

1	2000.80.00.0000.0000.0000.0000.44020. E C0637 .OPERSUPPLS.			1389.42
---	---	--	--	---------

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

003	HEWLETT PACKARD ENTERPRISE:Aruba CX 6300 Switch Series - Quad Core ARM Cortex A72 1.8GHZ - 8 GB DDR4 32 GB eMMC 8 MB Shared Packet Buffer Memory - 24x 1G/10G SFP+ ports (LRM + MACSEC) 2x 10G/25G/50G SFP ports 2x 10G/25G	2.00 EACH	10562.96000	21125.92
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004573-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 3
--	--	--------

Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/25/24	272641	01/25/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	SFP ports (MACSEC) 1x USB-C Console Hewlett Packard Enterprise - Part#: R8S92A Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI			

2000.80.00.0000.0000.0000.0000.44020.		
E C0637 .OPERSUPPLS.		21125.92

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

Requisition Link

Requisition Total	23804.66
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0637 .OPERSUPPLS.	23804.66	66309.02

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

Account	Amount	Remaining Budget
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004573-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
--	--

Page 4

Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/25/24	272641	01/25/24			INFORMATION TECHNOLOGY

Account 2000.80.00.0000.0000.0000.0000.44020. CAPITAL IMPROVEMENTS FUND EXP	Amount Remaining Budget 23804.66 OPERATING SUPPLIES
---	---

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

Activity	Date	Clerk	Comment
Approved	01/25/24	GREG HOLLIDAY	Auto approved by: 91057606
Approved	01/25/24	SCOTT KEARNEY	
Approved	01/25/24	UDARA JAYASENA	Auto approved by: 91057606
Approved	01/25/24	GREG HOLLIDAY	Auto approved by: 91057606
Approved	01/25/24	SCOTT KEARNEY	
Approved	01/25/24	UDARA JAYASENA	Auto approved by: 91057606
Approved	01/26/24	BRENDA RHODES	
Approved	01/26/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	01/26/24	RELYA MALLORY	Auto approved by: 910511034
Approved	02/08/24	DONALD ROSE	Approved by: 9105fo1a
Approved	02/08/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	02/08/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	02/08/24	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	02/08/24	JOHN PAINE	Auto approved by: 910516727
Approved	02/08/24	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
 Signature



CONTRACT EXTENSION

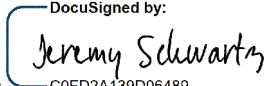
Contract Number: #081419-SHI

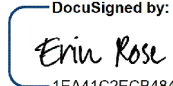
Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and SHI International Corp. (Vendor), 290 Davidson Avenue, Somerset, NJ 08873 have entered into Contract #081419-SHI for the procurement of Technology Catalog Solutions. The Contract has an expiration date of October 30, 2023, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of October 30, 2024. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

SHI International Corp.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/17/2022 | 8:56 AM CST

DocuSigned by:

By: 1EA41C2ECB48407...
Erin Rose
Title: Sr. Contracts Specialist
Date: 11/17/2022 | 9:57 AM EST

**Solicitation Number: RFP#081419****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **SHI International Corp.**, 290 Davidson Ave., Somerset, NJ 08873 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 30, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. "Equipment" and "Products" shall mean the third party software, computer peripherals, computer hardware, and associated IT services resold by Vendor and provided by third parties. "Services" shall mean all professional services provided by Vendor under a Scope of Work. "Scope of Work" or "SOW" shall mean a document mutually agreed upon between the Vendor and the Member that references these terms and conditions and describes the Services

to be provided the associated schedule and price and any special conditions applicable to that SOW.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. Vendor warrants that the Services are free from material defects for ninety (90) days commencing with final acceptance of the Services unless otherwise specified in a SOW (the "Warranty Period"). Member agrees to look solely to the manufacturer to reach a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is provided to Vendor from the manufacturer of the Product will be passed on to the Member. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED, HEREUNDER VENDOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY A MANUFACTURER.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

apparent at the time of delivery, Vendor may permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members, in accordance with Vendor's Return Policy at www.shi.com/returnpolicy. Members reserve the right to inspect the Equipment and Products within 3 business days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition subject to Vendor's Return Policy.

In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member subject to Vendor's Return Policy.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The

new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and

conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcwell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcwell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcwell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcwell and its Members, including their agents and employees, harmless from any third party claims or causes of action, including attorneys' fees, arising out of the Vendor's negligence, willful misconduct, or violation of law, in the course of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by Vendor under this Contract.

NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NEITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT TORT OR OTHER THEORY WILL EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY SOURCEWELL TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.

12. AUDITS

Sourcewell reserves the right to review the financial books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract upon thirty (30) days' advance notice to Vendor. Audits may not take place more than once during a twelve (12) month period. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Services by Sourcewell or its Members performed by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, Sourcewell may terminate this Contract as stated herein.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles

in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Services are sold.

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to

the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, 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. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor

certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this

Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
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Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 11/11/2019 | 11:33 AM CST

SHI International Corp.

DocuSigned by:
By: Kristina Mann
2A3B1E59B06C459...
Aimee Ballenger
Title: Public Program Manager
Date: 11/12/2019 | 8:35 AM CST

Approved:
DocuSigned by:
By: Chad Coauette
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Chad Coauette
Title: Executive Director/CEO
Date: 11/11/2019 | 11:12 AM CST

RFP#081419 - Technology Catalog Solutions

Vendor Details

Company Name: SHI International
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HST#: 22-3009648

Submission Details

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Submitter's IP Address: 161.69.112.12

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	SHI International Corp.	*
2	Proposer Address:	290 Davidson Ave Somerset, New Jersey 08873	*
3	Proposer website address:	https://www.shi.com/	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Aimee Ballenger Public Program Manager aimee_ballenger@shi.com 678-708-3906	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Aimee Ballenger Public Program Manager aimee_ballenger@shi.com 678-708-3906	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Meghan Flisakowski Public Sector Program Manager Meghan_flisakowski@shi.com 512-317-0799	

Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	This past July, SHI celebrated our 30th Anniversary at our annual Global Sales Conference. The theme of that conference was Purpose and Passion, a theme that speaks to both our business philosophy and our core values. We define success not only quantitatively but also by the quality of our relationships. While we are proud to have topped \$10 billion in revenue in 2018, largely because of our financially strong and stable business model, we also recognize that our Purpose and our Passion have cultivated our longevity within the industry; that our growing success stems directly from our purpose: to deliver exceptional value and experience as we help customers select, deploy, and manage their technology. And that our passion, which remains focused on forging and nurturing relationships with our customers and with our colleagues and partners, will sustain us for another 30 years as an industry leader. Since 1989, SHI has persistently maintained our small-company feel by retaining our leadership personnel (many of whom have been with the company since its inception) and by empowering our 4,000+ employees to collaborate with customers to resolve IT problems and needs directly, shoulder to shoulder. With the largest field sales organization of any technology reseller, our visibility across all Public Sector verticals (K12, Higher Ed, State and Local Government, Federal, and Healthcare initiatives), boasts 175 field AEs, working and living in the territories they support, and 170 telesales specialists, who cater to the needs of small and medium public entities and who dedicate their energy every day to customer success. As the largest privately-owned, M/WBE organization in the country, we are proud of our spirit of community and partnership and in our ability to facilitate IT solutions, services, and hardware and software products for our national and global clients. Loyalty, trustworthiness, and reliability are paramount qualities of SHI, and we offer those qualities, in tandem with our Purpose and Passion, to Sourcewell with an eagerness to help your Members work more efficiently and effectively. We are committed to providing Sourcewell members the most advantageous pricing models and the most exceptional values; we recognize that our role as a Sourcewell affiliate is to support your Members, providing expert best practices to keep their IT resources safe, secure, and operational, 24 hours a day, 365 days a year.	*

8	Provide a detailed description of the products and services that you are offering in your proposal.	We offer our complete catalogue of products and services to Sourcewell members. Providing a vendor-neutral approach to help customers find the right technology that meets every specific requirement of their IT environment, one of our greatest strengths is our ability to provide tremendous depth and breadth in choosing the ideal software, hardware, Cloud, and other products and services for each individual Sourcewell member. In fact, SHI's current catalogue includes tens of thousands of hardware, software, and other product partners. Generally, SHI is able to sell between 75%-100% of our partners' product lines, and we offer a wide range of services delivered directly by our internal teams, by the manufacturer directly, or by subcontracting to a third-party, vetted partner. In addition, SHI provides Sourcewell members with full IT solutions, from commodity software and hardware to complete, end-to-end datacenter solutions. We specialize in IT solutions that fit precisely with our customers' needs and wants, and Sourcewell's members will benefit from our experience and breadth of knowledge to help design, implement, and optimize their IT ecosystem. It's worth noting that, over the past decade, IT has changed dramatically. Although there is still a definite need for commodity products, attention has shifted more and more to building comprehensive solutions that will solve customers' needs. In response to this shift, and working from our customer-centered foundation, SHI developed our Enterprise Solutions Group to include solution-based support. This team is comprised of over 150 people who hold 3000+ certifications for various products and solutions. Their goal is to address Sourcewell Members' needs, help them acquire the right technology, and facilitate adoption of that technology into their own unique environment. Our Enterprise Solutions Group, like all of SHI, is vendor-neutral and uses its range of experience to help tailor conversations that are optimal for each Sourcewell member. We engage customers during the strategy and solution design of a project and assist with activities like deliberate planning, assessments, white boarding, proof of concepts, and obtaining demo units. Our purpose is to provide the best overall value to each Sourcewell member, and we understand that this goal is achieved through a combination of world-class support, aggressive pricing, and extensive product and service offerings. Our objectives align with Sourcewell's mission to help government, education, and nonprofits work more efficiently, and we accomplish this by remaining laser-focused on customer satisfaction: every SHI employee understands that we are here because of our customers and will remain here only as long as we continue to provide extraordinary products, services, and customer satisfaction.
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9	What are your company's expectations in the event of an award?	SHI is genuinely excited about the opportunity to collaborate with Sourcewell and its members! We expect a phenomenally successful partnership, beginning with our immediate expectations in the event of an award, which include 1. To support and advocate our Sourcewell partnership. Each team member from every Public Sector vertical will support our partnership with Sourcewell and will advocate for the contract with passion and vigor. Given our position in the Public Sector market, the size of our sales force, and our experience with implementing and growing similar contracts, we are confident that we can extend Sourcewell's reach not only in terms of revenue achieved, but also in terms of the number of distinct members who use this contract. 2. To develop marketing materials and campaigns that articulate the value of the Sourcewell-SHI partnership. As an example, we will employ our Business Development Team, dedicated to the Public Sector Business Unit at SHI, to call all prospective customers and detail our partnership promptly upon award. 3. To train our entire Public Sector sales and sales-support staff about Sourcewell and its members. This training will include contract terms and methodology, pricing parameters, and the value that Sourcewell provides to its Members. 4. To connect immediately with current Sourcewell Members, introduce SHI, and listen to Members' needs. Our introduction will ensure that each Member's dedicated Account Team is familiar with and accessible to them, in addition to educating Members on the value we provide. We will work with each Member to understand their business preferences (specific information on a quote, reporting requirements, invoicing/billing requirements, and the like). And we will offer webinars on various topics including: • Getting to know SHI; • SHI.com (eProcurement intro); • SHI's Service Capabilities; • Microsoft Volume Licensing. 5. Finally, to create a dedicated Sourcewell online catalogue that displays the contracted pricing and any additional information that Sourcewell deems important. We will work with Sourcewell Members to customize their site, adding reporting and punch-out capabilities specific to that member, when needed. We recognize why cooperative contract usage is on the rise, and we realize the value of having strategic partners in this space. Sourcewell can expect that SHI sets ourselves apart from organizations similar to us in that we will collaborate with only a few select Consortia partners; in fact, we intentionally keep the number of Consortia partners strategically small to provide proactive support to Consortia members, rather than attaining many partnerships and diffusing ourselves reactively. If awarded, we bring to this new contract both a deep desire to partner with Sourcewell and fresh, innovative perspectives for your Members. We expect the transition to a new partnership will be seamless, and we will assist in that transition by supporting Sourcewell members personally, starting with our Senior Director of Public Sector, Denise Verdicchio. Denise is committed to the success of our partnership from day one of an award, and she will dedicate her energy to making our Sourcewell partnership a thriving one. Denise has demonstrated that her leadership and teamwork create success: for example, with our most recent consortia contract award, under her leadership, our Public Sector Team grew the contract to over \$100M in the first year. In short, our expectations are bold, and they are also achievable. Our SHI team is flexible and agile, and we are committed to providing Sourcewell's members an extraordinary experience, with a purpose and a passion, that is incomparable.
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10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	With over 4,200 employees worldwide, SHI is proud to be the largest Woman/Minority owned business in North America. We maintain 35+ offices in North America, EMEA, and Asia in addition to our Integration Center, Solution Lab, and Executive Briefing Center, which are located at our headquarters in New Jersey. In 2018, SHI reached \$10B in revenue (one year ahead of our goal) and set the stage for continued exponential growth. The SHI Public Sector unit made up \$2.2B of SHI's overall sales last year and was recognized as the #1 business unit for 2018, with an astounding 25% increase over 2017. While this past year was one of the largest growth years, SHI's Public Sector has grown consistently over the last 30 years. In combination with our articulated Purpose and Passion, this growth stems from a laser focus on customer service, dedicated and tenured leadership, world-class Account Executives (who live and work in the communities they serve), and a broad spectrum of customers and partners. In other words, we recognize the vitality of our community, and our financial strength and stability are a direct result of our community approach. Since SHI is a privately-owned company with no bank debt, we are nimble and able to reinvest in our business with integrity and in a way that aligns with Sourcewell's values and its Members' needs. SHI continues to invest in new infrastructure, most recently with a brand-new Integration Center that will open in Q4 2019. We also made significant investments in hiring more resources – the people with whom Sourcewell Members will engage. In 2018, for example, we brought on 150 additional Field Solutions Engineers and Professional Services Executives for a total of 550 customer-facing technical experts who support our Account Executives. Our financial strength and stability is predicated on our staunch affiliations within our communities – our relationships with customers, partners, OEMs, and our own SHI colleagues. We have included our 2 years of audited financials in the upload section for your review and to demonstrate our strength and stability.
11	What is your US market share for the solutions that you are proposing?	Overall Market Share based on Fortune 100, 500 & 1000 • 60% of the Fortune 100 use SHI for primary IT Products (Software & Hardware) • 40% of the Fortune 500 use SHI for primary IT Products (Software & Hardware) • 30% of the Fortune 1000 use SHI for primary IT Products (Software & Hardware) SHI Overall Product Mix • 60% is be considered Software, Subscriptions, and Cloud based Sales • 40% is be considered Hardware, Peripherals and Accessories – Including categories of Devices, Servers, Storage, Networking Market Share Indicators for Software SHI is considered the leading Reseller Partner for many of the Top Software Publishers such as Microsoft, Adobe, Symantec/Veritas, McAfee (Intel Security), and others. We estimate that 20-25% of revenue with these partners as representative of their Partner Sales. This number does not include Sales that Software Publishers conduct directly with the end-customer. Market Share Indicators for Hardware OEM direct sales to the end-customer typically represents a larger percentage of the business; therefore our overall Market Share will be lower, estimated in the 5-10% range. This number, however, still makes SHI one of the largest Hardware Resellers in North America.
12	What is your Canadian market share, if any?	SHI's Canadian Market Share is 5-10%, and we provide more detailed information about our Canadian resources in our response to Question 42.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	In our 30-year history, SHI has never petitioned for bankruptcy protection. We are a privately held company and currently have no debt.

14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	SHI is best described as an Information Technology Value-Added Reseller, providing a total solution to information technology acquisitions by providing multi-vendor hardware and software along with significant services. As we mention throughout this proposal, one of our greatest strengths is our ability to offer customers tremendous depth and breadth in choosing products (hardware, software, Cloud) in conjunction with a wide range of services – in short, we provide full IT solutions, and our focus aligns with Sourcewell's mission to build valued relationships and to deliver innovative solutions with integrity and respect to Members' needs and wants. We understand that Sourcewell's goal is to identify a trusted procurement partner that can assist in helping you achieve your mission of saving time and money for your Members. Whether working on large campus-wide projects like a one-on-one initiative, a Network Refresh for anytime/anywhere accessibility, Unified Communications, Modernizing Legacy Systems, or providing a customer-first experience with day-to-day IT procurement transactions, SHI has both the resources and the experience to execute seamlessly for your Members and to exceed their expectations. Our approach is centered on extraordinary quality and overall value. We strive to provide the highest level of support and services every day of the year, and we will deliver the most personalized touch to the end-user computing enterprise for all Sourcewell members. We recognize that Sourcewell is looking for their Vendor to provide: • A robust presence that can fully support Members' technology needs, saving them both time and money. • A trusted advisor/consultant who can help Members support the entire lifecycle of an asset and ensure successful implementation at each phase. • A strong relationship with industry partners. • An actionable strategy to educate potential members on the value of Sourcewell in order to gain increased membership. We are well positioned to deliver on these goals because of our exemplary relationships with our sales/service force and with our dealer network. Our experience in supporting contracts of similar size and scope is unparalleled, and we have a proven formula to onboard and optimize contracts. Our Public Sector team is ready to implement this contract for Sourcewell; and we are committed to expanding our team dedicated to Public Sector entities to ensure we meet (and exceed!) all requirements of the contract. With the largest and most highly-certified sales support team in the industry, SHI will act as a loyal consultant to your Members. Working from a customer-centric foundation, we have organized our support teams to include solution-based support, including specific, presales technical expertise around Datacenter, Mobility, Backup/Recovery, DR, Cybersecurity, Virtualization, and more. These teams provide vendor-neutral advisement and use their breadth of experience to help tailor conversations that are optimal for each Member's specific environment. SHI has the experience and vendor partnerships in place to bring phenomenal value to Sourcewell and your members. All of the leading manufacturers have established SHI as an authorized partner, and we can provide LOAs immediately upon request. Furthermore, SHI has a diverse partner ecosystem, supporting over 15,000 unique Publishers and Manufacturers. Sourcewell can feel confident that your Members will benefit from our aggressive pricing and exceptional value. A dedicated approach to the Public Sector business for the last twenty years has helped us to create solutions that are specific to the unique needs of State, Local, and Education customers across North America. SHI will work with each Sourcewell Member collaboratively, with purpose and passion, and with a goal of "continuous improvement." We are fully committed to the long-term success of Sourcewell and your Members, and we appreciate the opportunity to bring IT solutions to your current and future members.																		
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Among the thousands of licenses and certifications available within the IT industry, SHI holds a comprehensive number relevant to the business articulated for Sourcewell's RFP: Cloud Services, Microsoft, Intel, Dell, Symantec, McAfee, IBM, HP, Apple, VMware, Red Hat, Tenable, Citrix, AWS – across all platforms and solutions, our teams stay current with all licenses and certifications made available by providers. We have included a total number of certifications from some of our larger partners and have included a sampling of types of certifications in response to question 69 in our response. <table><tr><td>Acronis –</td><td>5 Certifications</td></tr><tr><td>Adobe –</td><td>7 Certifications</td></tr><tr><td>AGOE –</td><td>1 Certifications</td></tr><tr><td>AirWatch –</td><td>2 Certifications</td></tr><tr><td>APC -</td><td>12 Certifications</td></tr><tr><td>Apple -</td><td>17 Certifications</td></tr><tr><td>Arbor -</td><td>4 Certifications</td></tr><tr><td>Aruba -</td><td>3 Certifications</td></tr><tr><td>Avaya -</td><td>12 Certifications</td></tr></table>	Acronis –	5 Certifications	Adobe –	7 Certifications	AGOE –	1 Certifications	AirWatch –	2 Certifications	APC -	12 Certifications	Apple -	17 Certifications	Arbor -	4 Certifications	Aruba -	3 Certifications	Avaya -	12 Certifications
Acronis –	5 Certifications																			
Adobe –	7 Certifications																			
AGOE –	1 Certifications																			
AirWatch –	2 Certifications																			
APC -	12 Certifications																			
Apple -	17 Certifications																			
Arbor -	4 Certifications																			
Aruba -	3 Certifications																			
Avaya -	12 Certifications																			

Blue Coat Systems -	3 Certifications
Bluebeam -	7 Certifications
Bomgar -	3 Certifications
Business Objects -	11 Certifications
CA -	34 Certifications
Check Point -	12 Certifications
Cisco -	44 Certifications
Citrix -	88 Certifications
CIW -	1 Certifications
Commvault -	67 Certifications
Compellent -	5 Certifications
CompTIA -	35 Certifications
CradlePoint -	2 Certifications
DataCore -	1 Certifications
Dell -	92 Certifications
Dell EMC -	44 Certifications
D-Link-	4 Certifications
Domino -	1 Certifications
EMC -	54 Certifications
Emulex -	1 Certifications
ESET -	3 Certifications
Exin -	2 Certifications
F5 -	8 Certifications
HDS (Hitachi Data Systems) -	4 Certifications
HP -	201 Certifications
HPE -	327 Certifications
IBM -	174 Certifications
IBM hardware -	11 Certifications
Imation/Nexsan -	4 Certifications
ISC2 -	10 Certifications
ITIL -	5 Certifications
Ixia -	3 Certifications
Juniper -	28 Certifications
LanDesk -	10 Certifications
Lenovo -	26 Certifications
LogRhythm -	3 Certifications
McAfee -	92 Certifications
Mellanox -	2 Certifications
Metastorm -	1 Certification
Microsoft -	1090 Certifications
Motorola -	8 Certifications
MS0616813816 -	1 Certification
NetApp -	26 Certifications
NetIQ -	6 Certifications
Nimble -	7 Certifications
Novell -	11 Certifications
Nutanix -	7 Certifications
Oracle -	340 Certifications
Other -	30 Certifications
Polycom -	14 Certifications
ProCurve -	6 Certifications
Proofpoint -	3 Certifications
Pure -	5 Certifications
Qlogic -	5 Certifications
Quantum -	2 Certifications
Quest Software -	1 Certification
Red Hat -	18 Certifications
RIM -	1 Certification
RSA -	33 Certifications
SANS.ORG -	1 Certification
Scale Computing -	1 Certification
ScriptLogic -	2 Certifications
Secure Computing / McAfee -	2 Certifications
Security Horizon -	2 Certifications
SimpliVity -	5 Certifications
Sonicwall -	2 Certifications
Splunk -	6 Certifications
Sun Microsystems -	65 Certifications
Symantec -	142 Certifications
Tegile -	2 Certifications
Tintri -	4 Certifications
Trend Micro	5 Certifications
Veeam	10 Certifications
Vision Solutions	1 Certification
VMware	300 Certifications
Watchguard	1 Certification
Websense	18 Certifications

16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	SHI has not been suspended or disbarred on any contracts similar to what is being requested by Sourcewell.
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Today, we continue to fine-tune our products and services to meet the needs of our customers and the ever-changing, broad technology landscape. Our catalogue of products continues to grow and change in response to technological demands and customer needs. SHI categorizes the technology landscape and our capabilities into three broad segments: End-User, Datacenter, and Security. Within each of these segments are practices; for instance, the End-User Segment is comprised of Mobility, Desktop, Unified Communications, Devices, Peripherals, and Accessories. At the next level are the Solutions that reside within each practice. For example, within the Mobility practice, Unified Endpoint Management, Enterprise Mobility Management, Mobile App Management, Mobile Device Management, and Enterprise File Sharing exist. Another example includes the Solutions that reside under the Devices, Peripherals, and Accessories practice; these include Operating System, Desktop, Laptop, Tablet, Thin Client, Smart Phone, Video Surveillance, Printing and Imaging, Digital Signage, and Peripherals. The last piece of this conversation centers on Services for each Solution. These Services include Advisory Assessments, Solution Design, Proof of Concept, Implementation, Staff Augmentation, Training, Project Management, and Managed Services. Due to the size of SHI's Solutions Directory, it would be cumbersome to include all of the granular categories here, as our categorization and capabilities are extensive. But Sourcewell can be confident knowing that SHI has the capability to support its Members and to facilitate the right solution for each Member's environment at an extraordinary value. Should Sourcewell wish to discuss our Solutions Directory in greater detail, we will gladly schedule a call to articulate the comprehensive practice and solution areas we provide.

Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Both clients and vendors have recognized SHI generously over the last five years for our exceptional quality, service, and partnerships. We are truly humbled by these accolades and by the recognition that has resulted from our Purpose and Passion. 2019 Awards - Microsoft US Surface Transformation Reseller of the Year - Microsoft Partner of the Year Award (MSUS Awards): Modern Workplace, Modern Desktop Award - Ranked 10th on CRN's 2019 Solution Provider 500 - Dell Technologies Transformational Partner of the Year - SOPHOS Cloud Partner of the year - Intel Partner of the Year for Vertical Solutions: Client Solution - National Solution Provider - Intel Partner of the Year for Marketing: Training for Results - Sales - CRN's 2019 Managed Service Provider 500 - Elite 150 Category - Forbes Best Employers for Diversity 2019 - Adobe Digital Media Worldwide Partner of the Year 2018 Awards - VMware Partner Innovation Award: Transform Networking & Security - VMware Partner Innovation Award: Partner of the Year – Americas - VMware Partner Innovation Award: VMware Cloud on AWS Solution – Americas - Panasas Accelerate Newcomer Partner of the Year 2018 - Citrix Networking Partner of the Year - CloudHealth North America Partner of the Year - Cisco US Commercial POY - South Area - Cisco Capital POY - South Area - Cisco US Commercial POY - West Area - Cisco Advanced Collaboration Partner of the Year - Austin American-Statesman Top Workplaces - RSA North American SecurID® Suite Partner of the Year - Pure Storage Disruptor of the Year Partner Award - Partner of the Year - Municipal Information Systems Association (MISA) of Ontario - Ranked 8th on CRN's 2018 Solution Provider 500 - MSI Outstanding Channel Partner Award - Intel Partner of the Year PC Client Solution Award 2017 Awards - VMware Americas Marketing Partner of the Year - VMware Global Marketing Partner of the Year - Cradlepoint 2017 NSP Growth Partner of the Year

- Ribbon Communications North America Partner of the Year Award
- Fortinet North America Fabric Partner of the Year Award
- Citrix Sales Acceleration Award
- McAfee Partner of the Year
- Cisco Commercial Partner of the Year 2017
- Cisco Commercial Territory Partner of the Year 2017
- SHI Achieves AWS Managed Service Partner Status - 2017
- Citi Lean Partner Award
- Microsoft US Public Sector 2017 Partner of The Year
- HP U.S. Print Hardware National Solution Provider of the Year
- Forbes America's Best Midsize Employers 2017
- Hewlett Packard Enterprise Global Financial Services Partner of the Year 2017
- Microsoft Top Partner Windows Commercial Revenue 2017
- Nutanix Velocity Partner of the Year
- Ranked 9th on CRN's 2017 Solution Provider 500
- SAP Ariba Supplier of the Year
- Microsoft's SLG Channel Partner of the Year

2016 Awards

- Intalere Supplier Growth Leader - 20 Percent Club
- Aflac Partner of the Year Award 2016 - Diversity
- Austin American-Statesman Top Workplaces 2016 - SHI International Corp.
- Breakaway Partner 2016 - U.S. National
- Citrix Enterprise Partner of the Year 2016
- Cohesity National Partner of the Year 2016
- CRN Tech Elite 250
- Forbes America's Largest Private Companies 2016
- Forbes America's Best Employers 2016
- Fortinet North American Enhanced Technology Partner of the Year 2016
- Hewlett Packard Enterprise North America Financial Services Partner of the Year 2016
- HP Managed Print Services Best in Class Partner Award 2016
- Intel Security North America Reseller MVP
- Intel Security Partner of the Year- United States
- Meraki Elevate Partner of the Year 2016 - US Central Region
- MES XCellence 2016- Best Solution Provider
- Microsoft FY16 Top Windows Client Commercial Revenue Partner
- Microsoft FY16 US NASPO Top Partner
- Microsoft Operational Excellence Award
- Nutanix Momentum Award
- Ranked 13th on CRN's 2016 Solution Provider 500
- Sophos Top Performer National Americas 2016
- Veritas Technologies AMS Partner of the Year 2016

2015 Awards

- 2015 Adobe Americas Reseller of the Year
- 2015 CRN Triple Crown Award Recipient
- 2015 F5 Growth Partner of the Year
- 2015 Kaspersky National Partner of the Year
- Amerinet Diversity Supplier of the Year
- Austin American-Statesman Top Workplaces 2015 - SHI International Corp.
- Autodesk - Partner of the Year 2015
- Autodesk Volume Channel Partner of the Year
- Citrix NA Partner of the Year 2015 - Mid-Market
- Citrix NA Partner of the Year 2015 - SMB
- Dell Healthcare Partner of the Year
- ESET Most Valuable Partner (MVP) 2015
- Fortinet 2015 United States Enhanced Technology Partner of the Year
- NJBIZ's #1 Top Women-Owned Business
- Ranked 12th on CRN's 2015 Solution Provider 500
- Raytheon-Websense Growth Reseller of the Year (NA)
- Raytheon-Websense Net New Customer Acquisition Reseller of the Year (NA)
- Red Hat North American Commercial High Volume Partner of the Year
- SHI Canada ranks #14 out of Top 100 Solution Providers
- Sophos Top Performer North America
- Southern California MSDC Supplier of the Year Winners Circle
- Southwest Minority Supplier Development Council Class IV Supplier of the Year
- US National Commercial Partner of the Year
- US South Region Meraki Partner of the Year
- Veeam Corporate Reseller of the Year 2015
- VMware Americas Renewals Partner of the Year and vCloud Air Partner of the Year
- VMware Mobility Partner of the Year - Global and Regional

2014 Awards

- 2014 LAR of the Year, North America
- 2014 Microsoft Partner of the Year Award Education
- 2014 VMware Solutions Partner of the Year
- Americas Region VMware Solution Provider Partner of the Year Award
- arcserve LAR of the Year
- Autodesk Top Volume Channel Partner

		• Blue Cross Blue Shield of Michigan LifeSecure Diverse Supplier Achievement Award • Cisco Meraki Partner of the Year, Americas • Cisco New Break Away Partner of the Year, Americas • GMIS International Partner Award - Diamond Level • HP PartnerOne Award for Global Reseller of the Year • McAfee Corporate Reseller of the Year 2014, North America • Microsoft Operational Excellence Award - Eleventh consecutive year and thirteenth time overall: 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004, 2000 & 1999 • NBJIZ's #1 Top Minority-Owned Business • NBJIZ's #1 Top Women-Owned Business • NBJIZ's #3 Top Privately Held Company • Ranked 15th on CRN's 2014 Solution Provider 500 • SolarWinds' 2014 Partner of the Year Award • Sophos Top Performing Partner 2014 - Fifth consecutive year • Thai Lee, SHI President and CEO, named to CRN's Women of the Channel Power 50 Solution Providers	
19	What percentage of your sales are to the governmental sector in the past three years	2018 – 14% 2017- 13% 2016-15%	*
20	What percentage of your sales are to the education sector in the past three years	2018 – 6% 2017 – 6% 2016 – 3%	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	SHI has included sales volume for our top 5 contracts over the last 3 years. In addition to the information we've provided here, a full list of our contracts by state can be found at: https://www.shi.com/Contract/PSCContract/ContractHome NASPO Software Contract • 2016 – \$176 Million • 2017 - \$163 Million • 2018 – 302 Million State Microsoft Software Contract • 2016 - \$39 Million • 2017 - \$188 Million • 2018 - \$104 Million State Microsoft Software Contract • 2016 - \$133 Million • 2017 - \$149 Million • 2018 - \$40 Million State Software Contract • 2016 - \$95 Million • 2017 - \$108 Million • 2018 - \$117 Million GSA • 2016 - \$64 Million • 2017 - \$85 Million • 2018 - \$84 Million	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract number GS-35F-0111K 2018 - \$82M 2017 - \$85M 2016 - \$64M	*

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
Houston ISD	Chris Stroupe – Sr. Platform Admin.	713-556-5131	*
WA State Dept of Enterprise	Elena McGrew – Enterprise Contract	360-407-3957	*
City of New York	John Gioia – Chief Contracting Officer	718-403-8503	*
VA-INFORMATION TECHNOLOGIES AG	Greg Searce - Strategic Sourcing Specialist	804- 416-6166	

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not Required	Government	Kentucky - KY	All IT products and services	\$16-\$1.7M	\$59,310,742	*
Not Required	Government	New York - NY	All IT products and services	\$10-\$4M	\$40,512,256	*
Not Required	Government	Louisiana - LA	All IT products and services	\$33-\$1.1M	\$40,338,113	*
Not Required	Government	New York - NY	All IT products and services	\$11-\$1M	\$30,228,675	*
Not Required	Education	Texas - TX	All IT products and services	\$10-\$1.6M	\$29,986,441	*

Ability to Sell and Deliver Service Nationwide

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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25	Sales force.	SHI is capable and eager to meet the needs of Sourcewell Members across the U.S. and Canada! Our ethos at SHI grows from our team members, and those team members remain our greatest asset. Each individual on our Sales Force is dedicated to providing exceptional customer service and support to Sourcewell Members. Building on Purpose and Passion, SHI continues to develop improved procurement and Internet solutions, strong partnerships with top manufacturers, and a company-wide determination to be the best for our customers. We do not rest on our laurels! In order to remain successful for Sourcewell Members, we will remain flexible in our approach and will engage with each Member on an individual basis; we understand that one size does not fit all and that philosophy is apparent in our service structure. In terms of organization, we have retained a small business feel in order to remain agile for our customers. We operate successfully with minimal layers of management, and we empower our sales teams to make decisions that are in the best interest of their customers. U.S. Public Sector Sales – The Public Sector Field division supports State Government, Local Government, K-12, Higher Ed, Public Healthcare, and Federal entities across the country. Customers in the Public Sector Field are supported by both an Account Executive and a dedicated Inside Sales Team. Account Executives – Led by Denise Verdicchio, this team consists of 175 Account Executives who live and work in their territories throughout the United States. We have the largest field-based sales force in the industry and believe one of the keys to a customer-centric model is nurturing a strong fidelity with our customers. Account Executives spend time at their customers' locations, listening to their customers' needs, and developing a thorough understanding of what is important to that customer with purpose and with passion. Inside Account Managers – This team of 130 Inside Account Managers (IAMs) helps support Members' day-to day-needs. IAMs work in tandem with up to three AEs, and in this way, our customer support stays consistent and personal. SM SLED –Our Small/Medium SLED division is focused on supporting the needs of the smaller K-12, local government, and higher education institutions across the country to ensure personalized attention regardless of their size. In this case, we have defined small as a K-12 district with 7500 students or less, a higher education institution with 1500 students or less, or a city/town with a population of 50,000 or less. These customers often are overlooked by large resellers, yet they have the same needs as their larger counterparts to stay current with technology. Our SM SLED division is based out of our global headquarters in Somerset, NJ, and the team consists of 170 Inside Account Executives (IAEs) who support Members' needs from start to finish. Canadian Public Sector Sales – SHI provides a comprehensive customer support plan to ensure we are meeting each Members' needs as part of our presence in Canada. Currently, our 12 field AEs (8 covering Ontario, 1 Vancouver, 1 Calgary, 1 Montreal) are supported by six IAMs in Austin, Texas. We also have four IAEs who are phone-based administrators covering Canada to augment the AEs. From a support perspective, we have two in-country field solution engineers – one focuses on UCC and the other on DataCenter. SHI currently employs two Microsoft Licensing Executives and one Cisco business development representative dedicated specifically to Canada. And our Canada presence is growing! As of January, 2020, we will employ approximately 30 AEs, with 20 representing Ontario and an additional 10 spread primarily between Calgary and Vancouver. We will make similar investments in inside sales – both the IAEs and IAMs to support the added headcount in the field. We also plan to simultaneously double our Canadian technical resources. All of SHI's Account Executives are empowered to make decisions around the support of their customers, and they have the capacity and autonomy to resolve issues as they arise. Because our Account Executives are responsible for ensuring extraordinary customer satisfaction, SHI is able to provide high-quality customer service and ensure efficient and effective responses to questions and issues. In addition, the SHI Regional Directors are directly engaged with their account teams to provide executive-level support and to meet with customers as needed. In addition, SHI believes in regular and transparent communication with our customers. Our Account Executives will meet with the participating entities and individual Sourcewell members to review their business with SHI. During these review meetings, we discuss purchase history and the Member's future plans. Through devout listening and with open discussions, SHI can provide tremendous value in supporting future initiatives and will engage support teams as needed to meet Member's goals and objectives. If awarded, SHI will provide this level of service for all Members who use the Sourcewell contract to procure IT products and services. We are confident that our capabilities and our commitment to meeting our customers' needs is demonstrated in our level of success under our public sector contracts nationwide. For instance, SHI holds the most Participating Addenda and has achieved the most volume under the NASPO SVAR contract. We have met and exceeded service levels for NASPO ValuePoint and for each State during the contract term, and we have been an active participant in helping NASPO ValuePoint and the States to explore new avenues to achieve additional benefits under the contract.
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26	Dealer network or other distribution methods.	SHI is proud of our abundant and broad community of distributors and partners, and we work loyally to maintain relationships with both our large IT Distributors (Ingram Micro, Tech Data, and Synnex) as well as smaller, local distributors and manufacturers directly. For every customer transaction, we source from the supplier with inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order. In order to ensure reduced time to market, we also resource from our own Customer Integration Center, located in Somerset, New Jersey, that provides warehousing and complete configuration capabilities. Regardless of where we resource products, we always find opportunity to save our customers money. In addition to leveraging our partner relationships for savings at the vision and design phases, our sales teams also request information from all of our distributors' stock to obtain the best price for our customers when quoting and sourcing product. In addition, we have sourcing specialists on our procurement team who monitor purchase orders with the partner and distributor community to safeguard that no savings have been missed. In many instances, our sourcing specialists have the ability to aggregate purchases for a specific partner or product across multiple transactions or even across multiple customers to realize a lower overall cost. While SHI does maintain a warehouse/integration center in Somerset, New Jersey, it is our relationships with our major distributors that allow us to provide for efficient product delivery across North America. This model reduces the overhead costs of maintaining additional warehouses, and our distribution model is also important to SHI's own internal cost structure and subsequently allows us to offer our customers a very aggressive pricing model. Our major distribution centers are located strategically in: • Atlanta, GA • Chicago, IL • Dallas, TX • Fontana, CA • Fort Worth, TX • Jonestown, PA • Swedesboro, NJ Los Angeles, CA • Memphis, TN • Miami, FL • Ontario, CA • South Bend, IN • Suwanee, GA SHI receives electronic feeds from these major distributors as well as the top publishers/OEMs in the industry. We include advertised list price in our catalog and have based our discounts off of this pricing.
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27	Service force.	We realize that IT changes constantly and exponentially. As we mentioned elsewhere, although there remains a need for basic IT commodities, the urgency to build solutions that will solve customers' technology and data challenges is more acute than ever. In response to this urgency, we restructured our Service Force to include solution-based support. In fact, we now have specific, technical expertise around our entire portfolio of services and products, ensuring we are able to meet all of Sourcewell Members' IT needs. A sampling of our Service Force for the U.S. and Canada includes these areas: Field Solutions Engineers - In order to provide more technical expertise, SHI currently employs a team of 32 Field Solution Engineers in the US and 2 FSEs serving Canada, and those numbers are increasing in the near future. Our FSEs collaborate directly with Account Executives and are the first point of contact for more in-depth technical discussions. Enterprise Solutions Group - In synchrony with other support teams, SHI's Enterprise Solutions Group (ESG) has the agility and expertise to help design, build, test, and deploy hardware and software solutions. ESG's goal is to help customers execute their mission and educate end-users by getting the right technology to the right people at the right time. Today there are over 250 people dedicated to this division of SHI. Cloud and Innovative Solutions – Tapping into the potential of the Cloud is essential to help Public Sector agencies meet their missions and to facilitate the needs of their citizens as well. In addition to our Enterprise Solutions Group, SHI's Cloud and Innovative Solutions Group (CIS) provides insight into Sourcewell Members' cloud environments, making assessments, evaluations, and recommendations that benefit your specific organization. CIS helps identify over-provisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure you're staying on track with a secure, cost-efficient, and optimized cloud environment. SHI delivers industry best practices and custom offerings through our Assess, Design, Build, and Manage methodology in order to integrate leading cloud technologies to Members' environment. Our CIS practice is staffed with approximately 50 senior-level consultants focused on supporting and engaging customers across the continuum of cloud computing. Corporate Training Group by SHI – Providing on-site, online, or on-demand Technical, End-User, and Professional Development Training, our newly acquired Corporate Training Group complements our other services flawlessly. We recognized the need to equip our customers with the skills and knowledge to increase their adoption and consumption of technology, and our CTG team offers full-service training to meet those growing demands – from IT professionals to end-users – we provide training that enables customers to increase their return on investment in technology. With approximately 20 training experts dedicated to our CTG team, we are always ready to provide invaluable, personalized training for Sourcewell Members! Software and Hardware Partner Support Organizations - SHI has the largest team of Software and Licensing Specialists in the industry. These teams are in place to support our customers and sales teams with the expertise to manage the varied features of the Publisher Licensing Programs. Our award winning team of Software and Licensing Specialists is available to assist Sourcewell Members with selecting their licensing programs, executing agreements, and supporting the agreement lifecycle. Today SHI has dedicated teams that support 38 Strategic Software Partners and over 70 Emerging Technology Partners. Service Providers – SHI provides services in one of three ways: (1) SHI-Delivered Services – our internal delivery resources are based both in NJ and across the country. Today we have approximately 270 SHI Employees who deliver various IT Services to our customers. (2) Partner Delivered Services – SHI has the ability to resell partner services. In this case, we rely on either employees of that partner or contractors of that partner. Although it is difficult to clearly quantify the number of resources in this category, as the number of partners that we support in this manner is large, we are happy to provide more detailed information if needed. (3) Service Partner Network – SHI maintains an Elite Partner network of service providers across the U.S. and Canada. These partners are vetted and managed carefully by SHI to ensure customer satisfaction and success. Currently, our Elite Network is comprised of 50 partners; in addition to that network, we also collaborate with external Service Partners at a customer's request. Often, our customers have established relationships with local partners, and in these cases, SHI will eagerly join with that partner in order to provide services on contract. Our capability for services is extensive, and with resources across the country and Canada, SHI facilitates services in almost every IT Solution area.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We begin every day reminding ourselves of one of our principal purposes – to focus on empowering the people who use technology and to maintain integrity in our relationships with our customers. With this purpose, we clearly recognize the need for exceptional Relationship Management (which might include resolving technical issues and responding to product delivery, billing, and requests regarding Statements of Work). We also understand the need for efficient and transparent communication in order to keep Sourcewell Members' projects moving forward smoothly and successfully.

The first step to ensure success in these areas is to define collaborative and clear SLAs that meet Members' needs. It is standard practice for us to respond to email and phone requests within two to four hours. We process orders within 24 hours of receipt (unless additional information is required), and we provide daily updates on any pending requests.

We are confident that our Account Team will fully support both daily needs and provide accessible, courteous, responsive, and seamless customer service. If Members ever require a higher level of support, we encourage them to escalate their request.

The following articulates our standard procedure with response times:

1. Call answered timely: Ninety percent (90%) of calls answered within sixty (60) seconds
 - a. SHI has Team Phone Lines where all members of the support team are logged in, and calls are answered in a round-robin method, by members who are not on a call. In the instance all members are helping other customers, calls will be directed to voicemail. Customers can leave a voice message, which will be returned within 2-4 business hours
 - b. If the customer has an urgent request, they can escalate their request to the Inside Sales Team Manager or Account Executive for immediate assistance.
2. Voicemail response: Four (4) business hours from time customer has recorded message: All voicemails are answered or returned within 2-4 business hours
3. Quotes: Respond and/or resolve to ninety percent (90%) within eight (8) business hours from vendor's receipt of customer's request
 - If quotes are out of a standard catalogue for the customer, they will be fulfilled within 8 business hours. If quotes are requested for items which are third party source/weird ware items, IAMs will take the following action:
 1. Reply to customer request within 2-4 hours, confirming receipt of request
 2. Relay to the customer they are working on their request and send notification of additional time the request may take due to external factors – such as awaiting vendor response/additional specs are required from the customer.
4. New location set up: One to three (1-3) business days from vendor's receipt of customer's request
 - If the shipping address is being adjusted after an order has been placed, it needs to be completed ASAP, and before it ships from SHI or distributor warehouse, to make adjustments.
 - If the item has already shipped and the customer needs to adjust shipment location, the IAMs will set up returns and make arrangements to resubmit to updated location, which should not take longer than 1-3 business days
5. Order entry accuracy: Ninety eight percent (98%) of total monthly volume
6. Orders entered timely (include order confirmation): SHI's standard SLA for order entry is within 24 business hours.
7. Time from in stock product shipment to delivery: within five (5) days ninety percent (90%) of the time
 - Any possible delays based on total quantity ordered or restrictions from the OEM will be communicated with the customer at the time of quote or order placement and SHI will keep the customers informed of estimated delivery.
8. Time from product delivery to installation: This will vary based on product and installation requirements. SHI will work with the customer to develop a timeline/SOW for each installation and ensure that the timeline established is met.
9. Percentage of devices DOA: <1% per quarter: As SHI is not the OEM of the products being requested, this is not in SHI's control. If an item is DOA, SHI will work with OEM to provide a working product ASAP
10. Contact installation location to inform product on the way and to schedule installation date: This will be clearly defined in the SOW and managed by the Account team and/or the PM assigned to the project.
11. Final installation of product: This timeline will be established as part of the SOW and will be closely managed by the PM assigned to the project. SHI will keep the customer informed should any changes to timeline occur.
12. Order received to product shipment: within fifteen (15) days ninety percent (90%) of the time
 - Should we expect a delay due to large quantity, complexity, product constraint, or similar, SHI will communicate the expected timeline with the customer and follow up consistently until the product is delivered.
13. Product shipment to installation complete: This requirement and timeline will be clearly defined in the SOW established between the customer and SHI and managed by the PM assigned to the project.

		It is important to note that SHI is built on a foundation of World Class Support. Adopting the process around this support is the first training all new employees receive when they start their career at SHI. Our Purpose is to deliver exceptional value and experience with passion as we help customers select, deploy, and manage technology; and our World Class Support is based on 4 tenets: 1) Acknowledge with a purpose; 2) Anticipate Needs and Issues; 3) Update Proactively; 4) Confirm Completion. We believe consistent, honest, and proactive communication will lead to extraordinary customer satisfaction.
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	SHI will fully serve and actively promote an awarded contract to all Sourcewell Members. With 175 Account Executives who live across the US, including Hawaii and Alaska, SHI is positioned to serve all geographic areas of Sourcewell's proposed contract. SHI's Account Executive(s) will meet with State Agencies, Cities, Counties, and Municipalities to better understand their goals and objectives, and to begin a long-term conversation about purchasing policies; agreements established at the local level; volume licensing management; and key code/order confirmation distribution policies. We will train our AEs in every region to understand the contract, the terms and conditions, and how we can best support Sourcewell Members. In addition, SHI is ready to provide training to educate Sourcewell Members across all geographic areas of a new contract.
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	SHI recognizes the tremendous value that Sourcewell brings to its Members through this cooperative contract. We are excited to train our Account Executives on this contract and will market and promote it to all Sourcewell members without exclusions, and with a focused Purpose and Passion that is incomparable.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	SHI does not have any contract restrictions for members in Hawaii, Alaska, or the US Territories. In fact, we have account executives who live in both Alaska and Hawaii and are ready to serve Sourcewell members upon award. Both Carlee Chung – our Public Sector Account Executive in Hawaii and Jim Steele – our Public Sector Account Executive Alaska uphold SHI's purpose with a passion and staunch affiliation.

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We are excited to promote and market a Sourcewell partnership, and our teams are ready to do so! We know the vital importance of marketing contracts and reaching all eligible Sourcewell Members, and we will apply our tangible, demonstrated experience supporting the unique requirements of procurement organizations to marketing and promoting Sourcewell. Our dedicated Public Sector Programs team will join forces with Denise Verdicchio and the entire Public Sector leadership team, to create and execute our marketing plan. Primary contacts for Sourcewell include Aimee Ballenger Public Sector Program Manager Aimee_ballenger@shi.com and Lauren Baines Public Sector Marketing Specialist Lauren_baines@shi.com We include a sample marketing plan as part of the supplemental attachments at the end of our response, and will remain flexible and open to collaboration post-award. We are highly responsive and will work swiftly to execute the agreed upon Marketing plan. An excerpt of an SHI consortia plan might look like this: First week: • Create a co-branded press release and work quickly to distribute to agreed-upon trade publications; • Post announcement along with contract details and contact information to www.shi.com; • Begin design of co-branded marketing materials including print, electronic, email, and presentations;

- Discuss publication and distribution plans, as well as a plan to distribute and follow up on leads;
- Create social media strategy;
- Design and implement Sourcewell secured website on www.shi.com including Sourcewell logo, copy of original RFP, copy of contract and amendments, summary of products and pricing, marketing materials, a link to National IPA's website, and all relevant contact information.

First month:

- Complete design of co-branded marketing materials;
- Finalize plans to publish and distribute;
- Begin distribution to current and prospective Sourcewell members;
- Implement initial social media strategy.

First ninety days:

- Post announcement as a blog post to our widely read blog.shi.com series;
- Complete training and enablement for SHI sales force;
- Complete publishing and distribution of initial marketing materials;
- Analyze initial activity;
- Discuss next ninety day plan for marketing.

Ongoing:

- Design and publish national and regional advertising in trade publications;
- Market and promote the Master Agreement including case studies, presentations, campaigns, and blog posts.

SHI participates in hundreds of trade shows, conferences, and meetings across the country.

Sourcewell has our commitment to participate at specified shows as well as additional opportunities to broadcast and promote our partnership.

Specifically, SHI will attend, exhibit, and participate at the NIGP Annual Forum alongside Sourcewell suppliers. We are happy to assist Sourcewell in promoting and marketing this event and look forward to collaborating on a plan that will drive attendance. We also look forward to the Impact Education Conference and plan to contribute by exhibiting and presenting educational solutions to conference attendees.

We also provide seminars and workshops to our public-sector customers across the country and are eager to do so for Sourcewell members! In all cases, we will work with you to determine the right topics, venue, timing, and participants.

Some examples of what we provide include

Manufacturer Table Show – held annually, SHI will bring in manufacturers that currently do business with Sourcewell as well as emerging partners for a day of education and demonstration.

Technology Roundtables – this event brings together Public Sector IT Professionals and leading manufacturers to discuss current and future technology and how it can be used to solve problems or innovate solutions for the future.

Webinars – SHI frequently holds webinars for our customers. Topics range from Software Volume licensing (Microsoft EA, VMWare ELA), specific product features, and more broad solution areas.

Workshops – typically done in a half day, a workshop is meant to educate customers on all the aspects of a particular solution. One recent example is SHI's Video Surveillance Workshop. We have presented this workshop in 13 cities across the country and have discussed challenges, technology, policy, and future considerations.

Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ. Current summits include mobility and software asset management (held bi-annually). Sourcewell Members are welcome to attend these at no additional charge.

Custom Events - SHI will help Sourcewell coordinate any event that they believe will be beneficial to the participating entities.

In addition, SHI regularly publishes a widely read blog - <http://blog.shi.com/>. Recent posts include information on audits, E-Rate, VMWare VSphere Licensing Changes, and Microsoft O365 Productivity.

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Some of the digital marketing-related items that contract customers can expect to receive and access include: SHI Blog – With readership increasing exponentially, SHI's blog showcases short news and informational articles to keep our customers up to date on our services and support as well as on emerging trends in technology. Sourcewell Members can subscribe to our blog online: https://blog.shi.com/ and stay updated on all things IT, browsing categories that include Software, Solutions, Cloud, and Technology News. Social Media – In addition to the SHI Blog, SHI is increasing our use of social media to keep our customers informed, and our visibility will continue to grow. With a dedicated team of social media content experts, Sourcewell Members will get up-to-date information on demand by following SHI on Twitter, LinkedIn, Facebook, Instagram, and YouTube. You might, for instance, see some of our newest posts about our partnership with Rutgers University, announcing that the newly-minted SHI Stadium – a 52,454 seat venue – will host its first sporting event on August 30th! Newsletters – SHI creates various informative, monthly newsletters succinctly containing information regarding important contract dates, product releases or changes, Q&A, and upcoming events. Thousands of our customers currently receive these newsletters, which are also available as a subscription to anyone who is interested. Web Seminar Presentations – SHI hosts a series of web seminars covering a variety of topics including new product announcements, changes to licensing programs for major software OEMs, procurement and technology trends, and foundational IT information. Webinar schedules are published quarterly and have a regular public-sector audience. Please check the events page on our web site for the most current schedule. Marketing Documents – SHI creates hundreds of marketing texts for our major manufacturing partners and core services offerings, all of which are made available to customers through in-person meetings, trade shows, email delivery, and mail-outs. Marketing documents will include those that we receive from the manufacturers, those that SHI creates for a general audience, and those that SHI creates specific to Sourcewell Members.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	SHI is prepared and eager to promote contracts arising out of this RFP, and we perceive Sourcewell's role as quite minimal. We ask that Sourcewell share pertinent SHI material on their website, making our contract information accessible to Members. Beyond that, we take full responsibility to integrate a Sourcewell-awarded contract into our sales process, using our proven formula to onboard and optimize contracts of similar size and scope, and we are committed to promoting this contract broadly and enthusiastically. With our prevalent, respected, and highly-certified sales support team, SHI will swiftly become a trusted advisor to your Members. Relying on our Address, Acquire, Adopt Methodology, we will ensure that we work harmoniously with Sourcewell Members, facilitating each project from inception through successful implementation to completion, and helping to uncover cost savings at all phases of a project lifecycle. As previously mentioned, we will integrate this new contract into our sales process seamlessly, with our AEs meeting early on and consistently thereafter with State Agencies, Cities, Counties, and Municipalities to listen, to better understand their goals and objectives, and to begin a long-term conversation about purchasing policies; agreements established at the local level; volume licensing management; and key code/order confirmation distribution policies. Additionally, we will train our AEs in every region to understand the contract, the terms and conditions, and how we can best support Sourcewell Members. We will engage Sourcewell Members during the strategy and solution design phases of their projects and will assist with strategic planning, assessments, white boarding, proof of concepts, and more. Initiating conversations early in the process will lead to a more optimized project and cost savings. We will also provide extensive product and vendor specific support to ensure successful adoption and follow through during the life of the project. SHI has invested substantially in both Pre- and Post-Sales resources to better serve Sourcewell Members and their long term needs as they Address, Acquire and Adopt their the IT Lifecycle solutions. Armed with the support of all the leading manufacturers, every member of the SHI team is dedicated to helping Sourcewell Members and providing transparent support throughout the entire engagement.

35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	When it comes to IT, procurement is never one simple step. We recognize the series of activities and procedures necessary to support the selection of IT equipment and services. IT procurement involves both strategic and administrative responsibilities, and SHI can facilitate that entire acquisition process. To help you obtain the right products and the best services, we offer a variety of procurement options and always customize them to fit Member's unique needs. All of our products and services are available to Sourcewell Members through an e-procurement ordering process, and current governmental and educational customers have used our eCommerce system with great success and ease! We will happily provide a "tour" of our online ordering system, or you can visit a sample on our website at https://portal.shi.com/CustomerServices/SHIMarketing.aspx?ContentID=91416 SHI stays current with eCommerce technology, and we've made great investments to UX to ensure customers can purchase, compare, get informed, and stay protected – all from the comfort of their office or home-office. With our Catalogue Customization Options; Approval Routing and Workflow; Reporting and Order Status features; and our PRO Renewal Organizer Timeline, Members can be confident knowing that their IT needs can be met efficiently, effectively, and safely through your personalized SHI eCommerce portal. SHI.com, SHI's procurement platform, provides an efficient and intuitive way to access and procure a customized catalogue of products, and its business-to-business functionality includes innovative Custom Catalogue capabilities that provide personalized views of product information, enabling Sourcewell Members to find and compare products, to view key metrics (like frequently viewed products and contract or standard items), and to simplify purchasing. Catalogues can be as broad or as narrow as Members need! With thousands of manufacturers represented, product catalogues are fully customized to reflect contracted pricing available through SHI, as well as special pricing programs for which Members are eligible, such as licensing programs or other volume programs. SHI's open architecture systems allow us to integrate with virtually any eCommerce platform, whether through market leaders or a proprietary solution. The most common applications we support include Ariba, Perfect Commerce, PeopleSoft, SAP and Oracle. In general, SHI supports systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. In addition, we support the following Punch-out types: • Ariba Punch-out • Coupa • ePlus Procure+ • Hubwoo • Oracle OAG • cXML Punchout • Perfect Commerce Roundtrip • PeopleSoft Direct Connect • SAP OCI Roundtrip • Scquest • Verian ProcureIT Our Ecommerce Specialists provide training to Sourcewell Members authorized to access their customized site (e.g., sourcewellmember@SHI.COM), and we will schedule trainings based on the customer's level of access to the site, collaborating with individual Members to determine a program and schedule that works best for their purchasing environment. Some of the most remarkable ways in which governmental and educational customers have used – and benefitted from – our eProcurement system is through our software procurement consulting services, our license tracking and reporting capabilities, and our robust Software Asset Management (SAM) tools. Our tracking abilities relieve our customers of the burden of managing their purchases. We understand that without the processes and checks and balances that we have in place, the opportunity for error in tracking license purchases is tremendous. SHI's license tracking system and workflow have been automated to enforce purchasing rules and to minimize errors. Additionally, SHI's systems effectively track Maintenance Expiration Dates so that we can provide prompt, proactive notification to our customers for Maintenance Renewal purposes. SHI supports and can track Maintenance Programs that have co-terminus expiration and are pro-rated or non-co-terminus programs. Maintenance Tracking and Renewal Notification capabilities are available for all programs and Maintenance purchases made through SHI, whether the purchases are made via a Volume License Agreement or another maintenance program.
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Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is a vital component to success within any endeavor, and especially with technology products, equipment, maintenance, and operations! Our Corporate Training Group (CTG) is a newly acquired addition to what was already SHI's robust training department. Recognizing that technology adoption is just as essential as procurement, we invested in expanding and formalizing our Training Services for all our customers, including Sourcewell Members. While we believe that educating our customers is a huge part of their success (and ours!) and we generally include foundational-level education as a standard element of Pre- and Post-procurement consulting, our CTG group now provides optional, expert-level training in areas including Technical, End-User, and Microsoft-specific training, in addition to Professional Development and Custom Training programs. A leading provider in custom training solutions and services for over 25 years, Corporate Training Group by SHI provides a comprehensive curriculum of advanced technical training and forward-thinking professional development aimed to empower Sourcewell Members and to increase productivity for all their IT environments. Our CTG team of approximately 20 trainers is led by Rob Eyerkus and Kathy Mathews. The team has been together over 10 years, ensuring loyalty, trust, and quality for all learners. Pricing is determined in collaboration with Sourcewell Members – with consideration given to the technology focus; online versus face-to-face training; and one-on-one versus group training. Please feel free to explore more details and options at https://www.shi.com/CustomerServices/SHIMarketing.aspx?ContentID=95722
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37	Describe any technological advances that your proposed products or services offer.	When IT is the focus, technological advances are expected. Hardware and software provide obvious technological advances for Sourcewell Members; but SHI offers more than advancement through products alone – in addition to products, our experts who comprise our technological services teams help advance Members' technology in myriad ways! Articulated below are just a few offerings: CLOUD: One tremendously important technological advance we offer, for instance, is facilitating the transformation of Members' Data Centers to support a modern Hybrid Infrastructure, making their journey to successful Cloud technology possible. Our recently-developed Cloud and Innovation Solutions (CIS) group helps identify over-provisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure Members stay on track with a secure, cost-efficient, and optimized cloud environment. SHI delivers industry best practices and custom offerings through our Assess, Design, Build, and Manage methodology in order to integrate leading cloud technologies to Members' IT environment. Our certified architects and technical consultants combine their industry expertise to deliver services that advance Members' IT business via public, private, and hybrid cloud technologies. A highlight of our CIS support services includes Cloud Platform(s) Service Onboarding; Reporting & Analytics; Advisory Services; and Volume Licensing Expertise (plus more!). SECURITY: In addition to advancements in Cloud and Innovation, SHI recognizes Security as one of the IT field's biggest issues, and our customers – from K12 to Federal to Local Government – are all concerned with compliance, vulnerability, security resources, and budget. Our Senior Security Architects are authorities in IT Security and understand how to protect information and data against Script Kiddies; Hackers; Hacktivists; Malicious Insiders; and Nation-State threats. Our sales of security products and solutions have nearly tripled over the past 10 years, and at over \$667 million, SHI is one of the largest securities solution providers in the world. Our presales and consultant Security Architects have both vendor-specific and vendor-neutral certifications and decades of operational experience, and they use their prowess to help customers remain compliant, safe, operational, and within budget in at least six Security areas: Identity and Access Management; Application Security; Data Centric Security; Data Center and Cloud Security; Threat and Vulnerability Assessment/Management; and Security Program and Operations. Desktop Virtualization Capacity Planning: SHI's Capacity Planning Assessment is a Value-Add service conducted over a 30 Day period to deliver a sample analysis and documented findings of a customer's current desktop environment. This service advances Member's technology by providing them with a more efficient and effective desktop virtualization implementation. We help eliminate guess work and the risk of under-scoping or over-scoping the infrastructure to support the desktop virtualization environment. Envisioning Office 365: Our Envision service consists of a three- to five-day engagement in which we review a Member's current Active Directory, review their current Exchange environment, interview key decision makers, and provide them with a high-level strategic plan to migrate or build a hybrid O365 Strategy. SHI's Envisioning Office 365 is a Value-Add service. Infrastructure and Optimization – VOA & HCA: vSphere Optimization Assessment (VOA), powered by vRealize Operations, provides 360-degree visibility into capacity, performance, and configuration across multi-cloud environments through predictive analytics and unified single console. This service is ideal for Members looking to manage everything from their infrastructure stack to applications all while saving on their cloud resources. The Hybrid Cloud Assessment (HCA) helps Members understand their existing private cloud costs and conduct public and private cloud cost comparisons to decide which, if any, workloads to move to the public cloud. SHI experts provide an analysis report that shows the expenses of Member's infrastructure in a private cloud environment and that evaluates the cost of running the same infrastructure on other public cloud environments like Amazon Web Services (AWS) and Micros Azure. SHI's VOA and HCA combined assessments are Value-Add Services conducted over a 30 Day period to deliver a complete analysis and documented findings, helping to advance Member's technology.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As a reseller and not a manufacturer, SHI naturally has a low impact on the environment. However, we are always mindful both our local community and the larger environment and work to reduce any damaging effects from our organization, while protecting the safety and wellbeing of our staff. Our environmental initiatives focus on four areas: • Energy use (office and equipment) • Business travel • Waste management • Asset redeployment, recycling, or proper disposal And we exercise due diligence to: • Adhere to local and international environmental legislation • Increase employee awareness • Adopt best practices • Monitor usage SHI's goal is to consume less energy and reduce our environmental impact. We take action through: • Monitoring power consumption • Reducing Scope 2 greenhouse gas emissions at 1% reduction per year, since our power consumption goal and Scope 2 greenhouse gas goal are directly linked together • Establishing a goal of 100% for recycling paper, plastics, glass and cardboard • Using advanced energy-saving systems such as automatic lights and energy-saving computer monitors • Using materials from renewable resources, non-toxic materials and recyclable items

SHI has reduced our travel-related environmental impact by promoting:

- Teleconferencing and other collaborative working tools to limit the number of individual business trips
- A Work-from-Home policy, whenever possible
- Flexible working hours
- Use of public transportation

SHI encourages individual responsibility and supports recycling initiatives in the following ways:

- Monitoring the purchase of cut sheet paper
- Striving to reduce paper consumption by 1% per year
- Providing recycling facilities for paper, printer toners, etc.
- Supporting double-sided printing and photocopying
- Using proper disposal or recycling of IT and electronic equipment in accordance with local regulations
- Donating IT assets to those who would not otherwise have access

SHI is committed to reducing our energy use and to saving Mother Earth through innovative, environmentally-friendly ways. Ranging from rooftop solar panels to zero irrigation landscaping at our Headquarters, our sustainability efforts demonstrate breadth and depth.

Below are just some of the ways SHI has devoted efforts to environmentally conscious actions:

- 500-kilowatt rooftop solar panel arrays at HQ
- 327-kilowatt rooftop solar panel arrays at Varga warehouse
- Energy efficient lighting that reduces lighting power density by 50%
- Naturally lit open offices
- Occupancy sensors
- Water efficient plumbing fixtures that are anticipated to reduce water usage by 40%
- Low VOC (Volatile Organic Compounds) finishes
- Zero irrigation landscaping
- Carpeting with a high percentage of recycled material
- Low-flush water closets

We qualified for the Leadership in Energy and Environmental Design (LEED) Commercial Interior Silver certification. This project, along with our building renovation, signifies SHI's tremendous growth and is a physical representation of our dedication to sustainability. Our SHI HQ solar panels, for instance, produce approximately 25% of the electricity for both East and West wings. Please feel free to view our video, which celebrates our green initiatives and shows our solar panels in action, by clicking SHI Green or by visiting <https://youtu.be/eZhNpTKEvFY>.

In addition to incorporating environmentally friendly initiatives into our business strategy to protect the planet and reduce the amount of IT hardware waste each year, we also help our global IT customers reduce, reuse, and recycle their hardware assets through our sustainable IT solutions. Some of our customer/partner initiatives include recycling office equipment and related items in compliance with county, municipal, and EPA guidelines. As a result of our efforts, in March 2013, SHI received its Gold LEED Green Certification.

Asset Recovery for Hardware Products

Many organizations are relying on external collaboration for asset disposal, especially since the Environmental Protection Agency and State Departments of Environmental Protection regulations become more stringent and as disposal practices come under greater scrutiny. SHI can help Sourcewell Members stay ahead of the curve, working diligently with Members to facilitate cost-effective disposal services of all sizes and in all verticals. In fact, our team of experts helps to dispose of or redeploy old technology in a way that not only assures compliance but also keeps corporate data from being compromised.

Our disposal processes provide several benefits, many of which other technology vendors don't provide, including:

- Integration: SHI provides a data-feed designed to be incorporated directly into existing asset management systems rather than in complex spreadsheet or database form;
- Security: Our security partners perform DOD and NIST compliant wipes of hard drives to ensure that no company or customer data is retained on old assets;
- Recycling: Our processing partners are either R2 or e-Steward certified, recycling everything in the asset (metal, glass, plastic, and so on) and disposing of harmful substances compliant with stringent government guidelines;
- Global Locations: With processing locations worldwide, we are committed to expanding our global network to shorten the distance that client assets must be shipped for processing.

Our asset disposal and redeployment services can be customized and used in any combination to meet Members' unique needs, making us an ideal partner for any solution. With our customers always in mind, we will ensure we pick up Members' assets for processing; help remarket, redeploy, donate, or dispose EOL assets; conduct inventory and assessments of all assets; and

- Offer end-of-lease processing;
- Conduct software license harvest and redeployment services;
- Provide a total solution one-stop-shop place for all technology end-of-life needs.

		Our Asset Management team, comprised of almost 80 subject-matter experts from all over the world, has been assisting clients with their needs for over a decade. Our SMEs include former auditors from publishers such as Microsoft, Oracle, and IBM, and audit firms such as KPMG, Deloitte, and PWC. We are confident that we have the ideal combination of experience, expertise, and technology to accomplish Members' asset disposal needs efficiently and effectively.	
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	As a reseller, SHI does not receive labels specifically for products; however SHI will be happy to work with Sourcewell and product manufacturers to identify any specific eco-labels on products Sourcewell members wish to purchase.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We are the largest privately Minority/Woman Owned Business Enterprise (MWBE) in the U.S. and our certification as an MWBE offers a critical value-add to corporations whose strategic business objectives include supplier diversity and development. In addition, SHI's Diversity Business Development Initiative builds and sustains a community of diverse suppliers and partners who best serve the needs of our customers. As a large MWBE, we continue to grow an effective Direct and Indirect Tier II program by accessing our Diversity Vendor database and using certified minority vendors in all diversity categories which includes, MBE, WBE, M/WBE, LGBT, SBE, SDB, HUBZONE, DVBE, VBE, and WOSB. SHI also maintains its internal supplier diversity program and seeks to engage MBE and WBE suppliers to meet product requirements and operational needs. Diversity at SHI 2019 SHI ranks #244 Among Forbes' Top 500 Best Employers for Diversity 2019: "While many organizations have struggled to cultivate cultures that welcome and support all workers, some have been making progress. Forbes set out to identify the companies doing just that with our annual ranking of America's Best Employers. Results for the survey were compiled by surveying 50,000 Americans working for businesses with at least 1,000 employees." We are proud to be ranked among the most diverse employers on this most recent list and are constantly taking actionable steps to increase diversity and inclusivity for our organization. Forbes URL: https://www.forbes.com/sites/vickyvalet/2019/01/15/americas-best-employers-for-diversity-2019/#168da4cc2bda SHI Certifications WBE • WBENC MBE • NMSDC - Corporate Plus Member • NMBC - National Minority Business Council • CAMSC (Canada) MWBE • Supplier Clearing House (California Public Utilities Commission) SHI also has MWBE certifications with the following state governments: • Delaware • Massachusetts • Missouri • New Jersey • New York City • North Carolina (HUB) • City of Philadelphia (PA) • Prince George County (MD) • Tennessee • Virginia (SWaM) • Wisconsin SHI Diversity Awards (Historical Listing) • AT&T Mega Deal Supplier Diversity Award • McAfee Partner of the Year • Cisco Commercial Partner of the Year • Cisco Commercial Territory Partner of the Year • SHI Achieves AWS Managed Service Partner Status • Citi Lean Partner Award • Microsoft US Public Sector 2017 Partner of The Year • HP U.S. Print Hardware National Solution Provider of the Year • Forbes America's Best Midsize Employers • Hewlett Packard Enterprise Global Financial Services Partner of the Year • Microsoft Top Partner Windows Commercial Revenue • Nutanix Velocity Partner of the Year • Ranked 9th on CRN's 2017 Solution Provider 500 • SAP Ariba Supplier of the Year • Microsoft's SLG Channel Partner of the Year	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Privately held and under the guidance of its current ownership since 1989, SHI is uniquely qualified to support Sourcewell's mission to build valued relationships and innovative solutions with integrity and to exceed the expectations of its Members. In fact, we share a very similar vision and mission, and strive with purpose and passion to provide exceptional value and experience as we help customers select, deploy, and manage technology. We are unique in both our stability and in the tenure of our executive leaders and team members (many of whom have been dedicated to SHI since its inception). SHI Account Executives support their clients locally from over 30 offices throughout the U.S., Canada, the U.K., France, and Hong Kong; and our AEs work and live in the communities they serve, fostering long-term, mutually beneficial relationships with customers and partners every single day. SHI is proud of the reputation we have established, particularly in the Public Sector, as an organization uniquely capable of understanding and addressing the specific needs and concerns of the IT community. And Sourcewell Members will benefit from our high-value solutions that are focused on meeting the distinctive requirements of each customer, while always incorporating opportunities for partnership and innovation. We provide custom technology solutions for every aspect of Members' IT environment: from software and hardware procurement to deployment planning, configuration, data center optimization, mobility services, IT asset management, and training. We also offer next-generation cloud solutions to help customers accelerate to the cloud in the fastest, most secure, reliable and cost-effective ways possible. Our infrastructure and integration services provide top-of-the-line solutions supported by leading manufacturers, publishers, and providers in the industry. License Program Management In large part because of our License Management Program, SHI is the most unique and effective license provider in the industry. Our license-tracking system and workflow have been automated to enforce purchasing rules and to minimize the opportunity for errors. This program includes License Management System—Our Software Licensing Center will create Licensing Documents that pertain to Members' specific Licensing Agreements. License Allocation System—this system was created to provide our customers with a tool for managing the allocation of licenses purchased under Enterprise-type Agreements. License Redeployment Management Service—this service helps organizations that are looking for solutions to reduce the total cost of ownership of their computer hardware and software. In addition, we provide: • A dedicated account and service team empowered to commit resources to address the needs of your organization; • A flexible service approach that allows SHI to adjust its processes and procedures to meet your changing IT needs; • An innovation strategy that ensures your organization is made aware of additional opportunities to improve service, reduce costs, and increase satisfaction for your own customers/users; • A professional Corporate Training Group; • A practice dedicated to Cloud & Innovative Solutions; • Customized Reporting; • On-line Procurement; • Volume License and Hardware Program Management; • Pre-Sales Support from SHI's Software and Hardware Teams; • Staging & Inventory; • Electronic Software Distribution; • Online Invoicing; • E-Commerce Integration; • Renewals Organization Services Manufacturer Relationships go a long way in helping our customers SHI has relationships with manufacturers to assist Sourcewell Members in 1) reducing their expenditures on IT hardware and software, 2) negotiating and benefitting from volume-based pricing programs, and 3) managing the lifecycle of their IT assets. Cost Savings Opportunities SHI understands that Members want to purchase products at the lowest possible price, so we initiate a sourcing process for each transaction that ensures we begin at the lowest price possible. We base our discount structure on SHI advertised price and do not inflate the price for RFPs. In addition, we identify volume discount programs, training each Member's Account Team comprehensively to do so; if there is a product available at a bulk price or a formal discount program from which Members benefit, the Account Team will bring these opportunities to Members' attention. Finally, we maintain award-winning relationships with many distributors in order to ensure that our pricing is always competitive, allowing Members to attain value from the combined buying power of all SHI customers.
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42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	SHI enthusiastically will provide products and services to Sourcewell Members in Canada! In fact, our expansion currently taking place makes us uniquely qualified to grow this segment of the contract. Today SHI's Canadian team is comprised of 12 field AEs (8 covering Ontario, 1 Vancouver, 1 Calgary, 1 Montreal). Those field AEs are supported by 6 Inside Account Managers, located in Austin, TX. An additional 4 IAEs, who are phone-based sellers covering Canada, augment the field sellers. And from a support perspective, we have 2 in-country field solution engineers – one focuses on UCC and the other, DataCenter, with 2 Microsoft Licensing Executives and 1 Cisco business development representative specific to Canada. As of January 1, 2020 our ability to provide products and services will increase dramatically, as SHI's Canadian team will include 30 AEs – likely 20 in Ontario and an additional 10 spread primarily between Calgary and Vancouver. We will make similar investments in inside sales, both the IAEs and IAMS, to support the added headcount in the field. We also plan on doubling our technical resources by this date as well! Our Canadian team uses partners where possible that are vetted through our services team to ensure they have the requisite capabilities to deliver tangible business outcomes to our customers. Our primary partnership is with Zanaris (https://www.zanaris.com/) and we are also developing a partnership with Jolera (https://www.jolera.com/). Beyond that, we will leverage our internal teams to deliver services like cloud cost optimization, architecture reviews, and rapid server migration. Our distribution network is similar to what we use in the U.S. – primarily Ingram, Tech Data, and Synnex, and we rely on the distributor network to perform those types of services on our behalf.	*
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Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	SHI offers all available original manufacturer warranties. The OEM covers all hardware, parts, labor, and accidental; but some will limit the number of claims, charge a deductible per accidental incident, and do not cover spills (depending on the OEM). We will provide additional detail on specific manufacturers as needed.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	SHI offers all available original manufacturer warranties. Some OEM warranties will limit the number of claims, charge a deductible or limit coverage. SHI can provide additional detail on specific manufacturers as needed. If SHI Complete Care is purchased it does not cover water submersion claims, surge protection, intentional damage, or acts of nature.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For OEM warranties this will vary based on the warranty purchased and SHI can provide these details with specific OEM's.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	The standard OEM warranty would still apply to purchases made in Canada. If a customer has a warranty question on specific products SHI will help connect them to the OEM.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Typically warranty services from an OEM will not cover items from other manufacturers. SHI Complete Care, described below, is vendor neutral and may be able to support in warranty OEM claims for select manufactures. If the customer purchases SHI Complete Care for their new devices, they will be 100% supported during the term of the contract.	*

48	What are your proposed exchange and return programs and policies?	SHI's return policy is customer-centered – we will always do our best to accommodate returns for any unopened box up to 30 days after receipt. Rarely, a customer might receive an incorrect, damaged or non-working (DOA) product; if a product issue occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened. After 30 days of receipt, SHI will still make a best-faith effort to accommodate a return. Occasionally, the product manufacturer has a "no returns" policy; in these cases we notify customers at the time of quote to ensure transparency and confidence in purchase. In these specific instances, SHI is unable to accommodate returns. Our return process is simple: In order to request a return, first contact your dedicated sales team, via email, phone, or through the "Request Return Authorization Number" section on the SHI.com website. Your Inside Account Manager will then provide you with a return authorization (RMA) number, along with a shipping label. With the RMA number clearly included on the shipping label, the customer then ships their return to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to have the return-product picked up directly. Once the return has been fully processed, SHI will credit the customer's invoice. In addition, we send out replacement orders prior to receiving returns in order to expedite the process for the customer. Occasionally, Software Publishers may require a customer to fill out a Letter of Destruction. In these cases, SHI provides the letter to customer, who signs and returns it to us. To help simplify and expedite the process, SHI takes care of the rest – processing the Letter of Destruction directly with the Software Publisher. At any point, if customers encounter issues with their products, the SHI Account Team is accessible and eager to help!
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49	Describe any service contract options for the items included in your proposal.	SHI will pass on any included Manufacturer warranties at the time of purchase. In addition, we will educate the end-user on any and all available extended warranty, maintenance, and service programs at the time of quote. Should the customer have the need to use the warranty SHI can facilitate the interaction between the customer and the OEM. We will gladly provide any contact information or assist in escalating with the OEM when necessary. In addition, SHI can provide warranty options outside of what is available from the original manufacturer for a separate fee. We offer several options to support original Manufacturer warranties. These standard warranties typically offer limited, short-term coverage and can result in unexpected downtime and expensive repairs. Our Enterprise Warranty Services will extend the life of Member's technology investment and will keep their systems – and their business – running at peak performance. The benefits of our Enterprise Warranties include • Coverage up to 5 years; • 24/7 technical support; • U.S.-based call center; • Global support capabilities; • 100% coverage for commercial use, parts, labor, and accidental damage; • \$0 deductible. In addition, SHI provides comprehensive, flexible coverage for Product Protection that goes beyond a manufacturer's limited warranty and that provides • 100% coverage on parts and labor, normal wear and tear, and power surges; • "No Lemon" guarantee; • Replacement for products that are beyond repair; • No deductibles, hidden fees, or surprise charges; • Commercial use. Members' SHI Coverage can begin on the date of purchase or after the manufacturer's warranty expires, and coverage is not affected by what the limited manufacturer warranty offers. Our Warranty Services alleviate multi-year budgeting constraints and deliver service when and where Members need it! Included in Product Protection Services in basic triage and remote diagnosis; 24-hour advanced exchange, depot service, and three-way shipping. As an additional benefit, our warranties protect against accidental damage, including drops, spills, and cracked screens. Finally, SHI offers post-warranty and maintenance agreements for products that are still viable and in use! If Members maintain equipment under a warranty that is about to expire - or already has expired - SHI's post-warranty and maintenance agreements keep them covered. Our field engineers serve as an extension of the IT organization and deliver reliable, efficient, and customizable hardware maintenance support. Our program can consolidate multiple vendor agreements, and equipment can be added or removed from coverage at any time. We provide affordability and reliable alternatives to manufacturer maintenance agreements, and flexible contracting provides 40-60% cost-savings from OEMs to Member's organization. Our Level III engineering teams—hired directly from OEMs and averaging over 15 years of experience—have helped us earn extraordinary trust with our customers and are available in every major metropolitan area throughout North America. In collaboration with our partner network, SHI can access over 50 service locations and 110 global stocking locations to support Member needs, no matter where the equipment is located.
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Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Net 30

51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Purchasing new hardware or software can be an expensive investment for even the most profitable organization. However, purchasing is not the only option: leasing and financing with SHI is an excellent alternative to buying IT products. The leasing/financing process is relatively simple. Our pricing models include monthly, quarterly, or annual terms, and once all documents are approved and signed, SHI ships products directly to the customer. Differences between Hardware Leasing and Software Financing Typically, our two lease options include Hardware (equipment) and finance Software. Hardware Leasing: SHI offers the following types of hardware leasing: Fair Market Value Lease (FMV) – FMV allows customers to use equipment for a specific term with the return of that equipment at the end of the contract. Customers can extend for a period or purchase equipment at the Fair Market Value. FMV is the most flexible option, and usually, at the end of the lease, we send equipment to our refurbishment partner for resale. \$1 Buy Out Lease - Some customers prefer to own the equipment at the end of the term. This option is a capital lease put on the Lessee's balance sheet as a capital expense. The benefits to leasing hardware with SHI include : • All equipment costs are covered with no need to obtain additional financing elsewhere. • Cash is available for income-producing investments. • Lease payments are fixed and easy to budget. • Technology doesn't become obsolete. • Risks are reduced, as add-ons and replacements are fast and easy. • Paperwork is reduced since the lessor handles all the invoices. • Diversity spending. The Lessee can have equipment and even other vendors' products and services included in the lease and receive diversity credits. • Planned Replacement. Leasing allows the customer to have a built-in replacement schedule. • Warranty and maintenance costs are reduced. • Leasing matches the expense to the benefit. • Customers do not need to dispose of equipment. • Payments are predictable and are not subject to interest rate fluctuations. Software Financing SHI offers Installment Payment Agreement (IPA), which provides ownership at the end term for transactions that are software and services based.
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52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	We strive to help our customers execute their mission by getting the right technology, to the right people, at the right time. Once customers submit their requests for quotation to the Inside Account Team, a dedicated Inside Account Manager (IAM) will research the product and create a quotation based on the terms and conditions of the contract. The quote can then be published to shi.com, where the customer can retrieve the quote to place the order electronically with SHI. We also support ordering by phone, online ordering and email orders. All product offerings are available for online ordering, including non-catalogue items which are supported via our published quote feature. Published quotes are custom quotes the Inside Team creates and publishes to the website so the customer can log into their web catalogue and complete their purchase. The Inside Team creates customer quotes in Sales Center, an internal quote tool that is connected to our distributor network providing access to the most current inventory and pricing when our customers need a quote. Orders are entered into our A/X Order Entry System and updates for order confirmation and tracking are automatically generated and sent to the end user who placed the order. Customers may also track orders using their login on shi.com Our order management system is a complete order tracking and order maintenance system. All of the information resides on IAM desktops. Each day, we receive the tracking numbers for all products shipped from our distributors via EDI. These tracking numbers feed into the Sales Orders and are ready for immediate access by the designated Inside Account Manager. In addition, we provide this tracking information directly to our customers through Your Home at SHI. Authorized Sourcewell members can log onto our web site to check order status and tracking data direct from the carriers. We fully understand Members' need for flexibility in reporting, as well as the need for reports from the highest organizational level to the most granular. We have created our databases to remain flexible enough to be able to incorporate any organizational structure and to provide reports on any level within the organization. We begin with the most granular reporting level, by division or by bill to or by another criterion specified by Sourcewell. We then group the ordering units into the next level within the Member organization. The entities within that level will be grouped to form the next reporting level, and so on until we reach the enterprise-wide level. In addition to providing reports based on the organizational levels within Sourcewell, we also provide reports based on any combination. These features allow us to meet the reporting requirements of Sourcewell as well as individual Members.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	SHI accepts Credit Cards for purchases. Purchases up to \$50,000 will not incur any additional fees. A credit card transaction fee will be incurred for purchases over \$50,000.	*

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
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54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We propose a 4.5% discount off of SHI Advertised List Price for all products purchased under this contract and believe presenting one discount across all product categories makes this contract more straightforward and efficient. It is important to note that this proposed discount is a minimum one, and there are many instances in which we can – and will – provide a greater discount. Whenever possible, we pass discounts and savings to our customers. Sourcewell can access detailed pricing data via our online catalog found at https://www.publicsector.shidirect.com/ We generally establish our Service Rates on a per-service basis, determined collaboratively with customers based upon their needs, and - when relevant - with Service Partners; we establish rates for services on individual SOWs, with SHI project management fees added as applicable to ensure project success. We are happy to provide more detailed information regarding service pricing upon request and have attached to this proposal a Sample Pricing Form, which includes reasonable estimates, for your review. We have attached a pricing document for your reference in the document upload section.	*
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	SHI is offering 4.5% discount off of Advertised List for all products.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Published List prices. Given the breadth of manufacturers and products that we offer, there will be many opportunities for us to secure additional discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available, above and beyond the minimum discounts offered, whenever possible.	*
57	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	All products will be considered contract purchases and therefore offered at a 4.5% discount.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Given the overall breadth and customizable solutions offered under this contract it would be hard to detail every item that will not come standard with a given purchase. However, some additional charges we do address are non-standard shipping options, detailed in question 59 and credit card fees detailed in question 53. In addition, installation, project management, training and additional set-up services would not be part of a standard cost unless a customer specifically requests these services.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	SHI is able to ship products via any method the customer desires. These include: Standard Delivery - product is delivered to a fixed delivery point (such as a warehouse). Often times, shipping is free on standard delivery orders. Exceptions include very large pallets (servers that are racked/stacked), and any order that requires custom configuration. Inside Delivery - product is delivered to a location inside of a customer's building. SHI's logistics company is responsible for unloading the delivery vehicle. Loading dock may or may not be available. There is a fee associated with Inside Delivery. The fee is based upon the size and weight of the shipment and will be priced out at the time of quoting. Deskside Delivery - SHI's logistics company delivers the product directly to the end users' desk location within the customer's building. Loading dock may or may not be available. There is a fee associated with Deskside Delivery. The fee is based upon the size and weight of the shipment and will be priced out at the time of quoting. Overnight and Second-Day Delivery - this option is available for any non-custom items upon request. There is a fee for expedited delivery. Shipping prices are determined by size and weight of the delivery and can be discussed at time of quote.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Alaska, Hawaii, and Canada the perimeters set forth in answer 59 apply. For offshore delivery it will depend on the products and locations where it is being delivered.	*

61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As detailed in response to answer 26 above, we work loyally to maintain relationships with both our large IT Distributors (Ingram Micro, Tech Data, and Synnex) as well as smaller, local distributors and manufacturers directly. We receive electronic feeds from these distributors as well as the top publishers/OEMs in the industry. Our strong affiliations allow us to source from the supplier with inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order.	*
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Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	We take contract compliance very seriously, and to that end, we have a team within our Inside Sales Organization that is focused solely on this aspect of the business. Upon award, Denise convenes the ISO team to review the entire response and resulting contract. They create a document detailing all the specific facts regarding an SLA or a contractual obligation (reporting, pricing, and so on). After the document is complete, all supporting team members become trained around the contract. Once the contract is live, the compliance team conducts random quote audits to ensure that the contracted pricing is being honored. In addition, the team runs monthly reports to check all orders that have been placed. In the rare instance that an error is found, the customer is notified and the issue is immediately resolved. A team that is separate and distinct from our sales organization is responsible for reporting and submission of administration fees. We will capture the Sourcewell contract number upon order entry (this contract number is tied to the customer in our order entry system). When the usage report is due, our Sales Analyst team will pull all contract orders and send that data directly to Sourcewell. Once agreement is established, the Sales Analyst will request and send a check for the correct amount.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	SHI proposes a 1% Administrative Fee. We believe this nominal fee keeps the contract competitive and even more marketable.

Industry Specific Questions

Line Item	Question	Response *	
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	In our experience, there are a few key indicators of success for contracts of this type: 1) Overall sales revenue – the first, and most obvious, is simply the amount of sales that are being done through the contract. We look for these to grow each month. 2) Number of entities using the contract – we believe that in order to be viewed as a successful partner to Sourcewell we need to be adding net new buying entities to the contract. 3) Number of AEs who are using the contract – In addition to the number of public entities who use the contract, we also track the number of Account Executives at SHI who make use of the contract. We track this metric regularly and are always looking for 100% participation with our consortia contracts. 4) Customer Feedback – we rely on our customers to provide feedback with regards to doing business with SHI and believe this contract’s success can also be measured by customer feedback. Providing our customers flexible and viable contract options makes their jobs easier. When we lead with Sourcewell and educate Members on value, we expect we will get positive feedback.	*
66	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated or certified).	As a reseller SHI can only report the information given to us by the OEM or publisher community. We will work with Sourcewell and the publisher community to report as needed.	*

67	Describe your capability to identify third-party issued eco-labels, ratings or certifications for the equipment or products within your catalog related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	If requested, SHI can point customers to the OEM website or to the publishers directly to obtain this information.																																				
68	Describe your strategy related to the implementation and management of multiple cooperative purchasing contract awards, if applicable.	SHI has extensive experience administering and supporting consortia contracts quite similar to Sourcewell, and we are confident that our strategy to implement and manage multiple contracts is both reliable and robust. Most importantly, we have made the conscious decision to collaborate with only a few select Consortia partners in order to provide proactive, personalized support to those Consortia members, rather than attaining many partnerships and diffusing ourselves reactively. Our strategy to implement and manage these few contracts is simple: we take great care to meet the needs of each participating entity, whether that be an individual agency, city, county, township, school district, or higher education institution. Account Teams will meet regularly to audit the contract and to discuss areas in which SHI offers, or can offer, additional services in support of Sourcewell Members. Furthermore, SHI's Account Executives regularly meet with Sourcewell Members to discuss their purchase history, Volume Licensing Agreements, and upcoming projects, and needs. We listen attentively and use our Customer Business Review process to articulate Members' purchasing history and to identify opportunities for consolidation or more efficient use of pricing agreements. As appropriate, we will also hire and train additional Account Executives to ensure suitable coverage for the success of all Sourcewell Members. Finally, SHI dedicates a team to oversee our marketing plan for Sourcewell to ensure maximum participation, providing for a smooth experience for the current contract users as well as entities who join the contract during the agreement term. Our strategy for success with multiple purchasing contracts is further comprised of these steps: • Account Executives for each State and Region establish relationships with Members and IT administrators within the organization and update our CRM to record that contact. Each member receives SHI contact information, website information, and contract guidelines. • SHI's Inside Sales Team members give Members a tour of our website (shi.com), where they can create quotes, purchase items, obtain order status, and generate reports of their purchases. • SHI's marketing team subscribes our new CRM contacts to SHI's monthly newsletter and other correspondence. • SHI participates in statewide and local vendor events. SHI Account Executives and publisher partners meet with all relevant Members and discuss SHI's support plan and our partners' solutions. • SHI works with each State to create timely and meaningful Tech Days for individual state and local entities to attend to learn about new solutions for their IT environments. Each facet of our approach converges to ensure that SHI meets (and then exceeds!) both the Scope of Work and Terms and Conditions for each Member. As an example of our successful strategy, Jennifer Jensen, a NASPO SVAR customer from the City of Scottsdale who has worked closely with us praised: "...working with SHI to procure our software and maintenance has been a great experience. Our Account Manager is very hands on and [our] inside sales team is fast and efficient. They are responsive to our requests, have answered tough licensing questions (they have product specialists besides the regional teams who can dive deeper into the product if need be), keep a record of our purchases and our maintenance renewal dates, and have made the quote/PO/invoice process smooth. They are quick to communicate that they have received our requests and provide updates as the information becomes available."																																				
69	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	SHI has the experience and vendor partnerships in place to bring value to Sourcewell members. As detailed within our proposal, all of the leading manufacturers have established SHI as an authorized partner. Furthermore, SHI has a very diverse partner ecosystem, supporting over 15,000 Publishers and Manufacturers today. Included below is a sampling of the reseller certifications levels for some of our larger partners. <table><tbody><tr><td>3M COMPANY</td><td>Authorized Partner</td></tr><tr><td>ACER</td><td>Authorized Partner</td></tr><tr><td>ADOBE SYSTEMS, INC</td><td>Platinum</td></tr><tr><td>ADTRAN</td><td>Authorized Partner</td></tr><tr><td>APC</td><td>Elite Business Network Partner</td></tr><tr><td>APPLE, INC.</td><td>Corporate Reseller</td></tr><tr><td>ARUBA NETWORKS, INC.</td><td>Platinum Partner</td></tr><tr><td>AVAYA COMMUNICATION</td><td>Emerald Reseller</td></tr><tr><td>AMAZON WEB SERVICES</td><td>Authorized Partner</td></tr><tr><td>BARRACUDA</td><td>DMR #2 Partner</td></tr><tr><td>BELKIN</td><td>VIP Level</td></tr><tr><td>BLACK BOX</td><td>Authorized Partner</td></tr><tr><td>BLUE COAT SYSTEMS, LLC</td><td>Authorized Partner</td></tr><tr><td>BMC SOFTWARE</td><td>Driver Level</td></tr><tr><td>BORLAND SOFTWARE COMPANY</td><td>Authorized Partner</td></tr><tr><td>BRENTHAVEN</td><td>Authorized Partner</td></tr><tr><td>BROCADE COMMUNICATION SYSTEMS (Ruckus)</td><td>Authorized Partner</td></tr><tr><td>CANOGA PERKINS</td><td>Authorized Partner</td></tr></tbody></table>	3M COMPANY	Authorized Partner	ACER	Authorized Partner	ADOBE SYSTEMS, INC	Platinum	ADTRAN	Authorized Partner	APC	Elite Business Network Partner	APPLE, INC.	Corporate Reseller	ARUBA NETWORKS, INC.	Platinum Partner	AVAYA COMMUNICATION	Emerald Reseller	AMAZON WEB SERVICES	Authorized Partner	BARRACUDA	DMR #2 Partner	BELKIN	VIP Level	BLACK BOX	Authorized Partner	BLUE COAT SYSTEMS, LLC	Authorized Partner	BMC SOFTWARE	Driver Level	BORLAND SOFTWARE COMPANY	Authorized Partner	BRENTHAVEN	Authorized Partner	BROCADE COMMUNICATION SYSTEMS (Ruckus)	Authorized Partner	CANOGA PERKINS	Authorized Partner
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BROCADE COMMUNICATION SYSTEMS (Ruckus)	Authorized Partner																																					
CANOGA PERKINS	Authorized Partner																																					

CANON U.S.A., INC.	Authorized Partner
CIENA (LOA 2/2/18)	Authorized Partner
CISCO SYSTEMS, INC.	Gold Partner
CITRIX	Gold Partner
CLEARCUBE	Authorized Partner
COBHAM	Authorized Partner
COMMSCOPE, INC.	Authorized Partner
COMMVault SYSTEMS, INC.	Platinum VelocityPlus Partner
COREL CORPORATION	Authorized Partner
CORNING	Authorized Partner
DATAKOM	Authorized Partner
DELL (FIPA 12/15/17)	Titanium Black
EATON CORPORATION	Authorized Partner
EMC CORPORATION	Titanium Black
ENDACE TECHNOLOGY	Authorized Partner
ENTCO GOVERNMENT SW	Authorized Partner
F5 NETWORKS, INC	Gold Partner
FIREEYE, INC.	Authorized Partner
FORCEPOINT, LLC	Authorized Partner
FORTINET, INC.	Authorized Partner
FUJITSU	Authorized Partner
GENERAL DYNAMICS	Authorized Partner
GIGAMON, INC.	Authorized Partner
GUIDANCE SOFTWARE, INC.	Authorized Partner
HITACHI	Silver Level
HONEYWELL	Silver Level
HP COMPANY	Platinum
HP ENTERPRISE COMPANY	Platinum
IBM CORPORATION	Premier Business Partner
INFOCUS	Authorized Partner
JUNIPER NETWORKS, INC.	Elite Partner
KINGSTON TECHNOLOGY CORP	Authorized Partner
LENOVO	Client: Premier & DCG: Platinum
LEXMARK INTERNATIONAL, INC	Tier 1 - Diamond Edge
LG CORPORATION	Authorized Partner
LOGITECH INTERNATIONAL	Authorized Partner
MCAFEE, INC.	Platinum
MICROSOFT CORPORATION	Gold LSP
MOTOROLA	Authorized Partner
NCS	Authorized Partner
NEC	Authorized Partner
NETAPP, INC.	Corporate Reseller
NETGEAR	Platinum
NORTEL	Authorized Partner
NOVELL	Gold
NUTANIX, INC.	Tier 1 Premier
OKI DATA	Authorized Partner
ORACLE AMERICA, INC.	Global Platinum Partner
PALO ALTO NETWORKS	Platinum
PANASONIC CORPORATION	TP3 Reseller
PNY TECHNOLOGIES, INC.	Authorized Partner
POLYCOM, INC.	Platinum
QUANTUM CORPORATION	Premier
QUARK SOFTWARE, INC.	Authorized Partner
Red Hat	Advanced Business Partner
REDSEAL, INC.	Authorized Partner
RSA SECURITY, LLC	Titanium DMR Level
SAMSUNG	P4 Platinum
SEAGATE TECHNOLOGY	Authorized Partner
SHARP ELECTRONICS CORPORATION	Authorized Partner - Display Solutions
SOLARWINDS, INC.	Level 1 Tier 1
SONY	Gold
SPIRENT COMMUNICATIONS	Authorized Partner
SPLUNK, INC.	Premier
SYMANTEC CORPORATION	Platinum
TOSHIBA CORPORATION	Platinum Preferred
TREND MICRO, INC.	National Channel Partner
TRIPP LITE	Authorized Partner
VIEWSONIC CORPORATION	Authorized Partner
VISIONEER, INC.	Authorized Partner
VMWARE, INC.	Corporate Reseller - Premier Level
WESTERN DIGITAL	Authorized Partner
XEROX CORPORATION	Authorized Partner

In addition, SHI's Enterprise Solutions Group has over 150 people who hold 3000+ technical certifications for various products and solutions we offer. Included below is a sampling of some of our technical certifications.

- Adobe RSA - enVision (RSA - enVision 3.7)
- Adobe GIAC Certified Intrusion Analyst (GCI/A)
- AGOEA TOGAF
- APC Technical Consultant for Data Center
- Apple Certified Technical Coordinator 10.7
- Apple MacOS X 10.7 Support Certification
- Check Point Certified Security Administrator
- Check Point Certified Security Administrator
- Check Point - Certified Instructor
- Check Point - Certified Security Expert+
- Cisco CCIE #23895 R&S
- Cisco advanced Wireless
- Cisco CCDA
- Cisco Certified Network Associate
- Cisco Data Center Storage Networking Design Specialist
- CCIE-19985 Routing & Switching
- Citrix - Netscaler Basic Operations and Admin
- Citrix Certified Administrator XenServer (v5.0) (CCA)
- Citrix Certified Administrator Xen Server
- Citrix Certified Administrator Xen Desktop
- CIW v5 ASSOCIATE
- Commvault ServiceAdvantage - Project Management Methodology Training
- CommVault Certified Services Associate Assessment - CVCSA
- CommVault Solution Architect Certification - CVSA
- CommVault® Technical Sales Professional Accreditation - CVTSP
- Compellent Storage Center
- CompTIA A+
- CompTIA Network+
- CompTIA Security+
- CompTIA A+
- CompTIA Server+
- DataCore DCIE
- Dell Blade Server Solutions - Technical
- Dell SC Series Storage Professional Certification Exam
- Dell Certified Professional - SC Series Storage
- Dell EMC Specialist - Technology Architect, Backup Recovery Solutions Version 6.0
- Dell EMC Expert - Technology Architect, Backup Recovery Solutions Version 6.0
- Dell EMC Specialist - Technology Architect, Backup Recovery Solutions Version 6.0
- EMC EMCTA
- EMC EMCPA
- EMC -PA
- EMC-Technology Architect
- EMC-Technology Architect
- Exin ITIL v2
- Exin ITIL v3
- HP Service Manager 9.x Software
- HP APP - HP Enterprise Solutions
- HP AIS - HP ProCurve Networking [2010]
- HP- AIS- Operations Manager Software v8 for Wins
- HP Operations Orchestration 9.x
- HPE ASE - Storage Solutions Architect V3
- HPE ATP - Storage Solutions V3
- HPE Master ASE - Storage Solutions Architect V3
- IBM Certified Deployment Professional Security SiteProtector System v2.0 SP 8.1
- IBM Certified Deployment Professional - Security Access Manager for Mobile
- ISC2 -- (CISSP) Certified Information Systems Security Professional
- ISC2 -- (ISSAP) Information Systems Security Architecture Professional
- ISC2 - (ISSEP) Information Systems Security Engineering Professional
- ISC2 -- (ISSMP) Information Systems Security Management Professional
- ITIL - V3 Foundations
- Exin - ITIL Foundations
- ITIL - Foundations
- LanDesk CLE
- LanDesk Certified LANDesk 9.0 Engineer
- LanDesk 8.8 Engineer
- McAfee Data Protection
- McAfee Network Security
- McAfee Risk & Compliance Management
- McAfee System Security
- Metastorm Provision
- Microsoft Certified IT Professional (MCITP): Enterprise Desktop Administrator on Windows 7
- Microsoft Certified IT Professional (MCITP): Enterprise Desktop Support Technician on Windows 7
- Microsoft Certified Technology Specialist (MCTS): Microsoft Exchange Server 2010, Configuration
- NetApp - Accredited Storage Architect
- Novell CNE
- Novell Certified Workload Management Administrator

		• Novell Systems & Resource Technical Specialist • Oracle VM Pre-Sales Assessment • Oracle Planning and Budgeting Cloud Service Specialist • Oracle Exadata Database Machine X2-2 and X2-8 Technology Support Specialist • Red Hat Certified Technician (RHCT) • RSA Certified System Engineer • RSA - Certified System Engineer - DLP • SANS.ORG GAWN - - GIAC Assessing and Auditing Wireless Networks (GAWN) • Secure Computing / McAfee Sidewinder v7 • Secure Computing / McAfee IronMail 6.5 • Security Horizon IAM - NSA INFOSEC Assessment Methodology • Security Horizon IEM- NSA INFOSEC Evaluation Methodology • SonicWall Certified SonicWALL Security Administrator • Splunk Sales engineer I • Symantec STS • Symantec Authorized Symantec Consultant • Symantec DLP 10.5 • Symantec Technical Specialist - Network Access Control • Symantec Data Loss Prevention STS 10.0 • Symantec Technical Specialist • VMware Certified Design Expert • VMware VCP 410 • VMWare VCP 410 • VMware VTSP Business Continuity Technical Sales Accreditation 4 • VMware Infrastructure Virtualization Technical Post-Sales Accreditation: Capacity Planner Fundamentals • VMware Business Continuity Technical Post-Sales Accreditation: SRM 1 Implementation Fundamentals • VMware Desktop Virtualization Technical Sales Accreditation 4 • VMware VCP - VMware Certified Professional • Watchguard WCSP • Websense Hosted Security Should Sourcewell be interested in certain certifications that are not listed we are happy to confirm if we hold those additional certifications as well.	
70	Summarize your current approach to serving Sourcewell members in each vertical (state and local government, education, and not-for-profit) and plans to grow utilization of your solutions in the event of a Sourcewell contract award.	Our initial approach to facilitate solutions for Sourcewell Members in each vertical includes putting our best people in place with a clear purpose and a tangible passion for success. Our team is empowered and has the autonomy to respond directly to Member requests. Additionally, we have ensured that SHI support teams, who work regionally and vertically, have the training and resources they need to provide Members with immediate, accurate, up-to-date information and the authority to take action when needed. Sourcewell and its Members will have the support of the entire SHI team starting from the top down. We will grow our solutions in unison with a growing Sourcewell Member base, keeping pace with the demands and expanding proactively and – always – using best practices. Denise Verdicchio, our Senior Director of Public Sector Sales has been an essential team member with SHI since 1995. As Senior Director of Public Sector Sales, Denise provides in-person client support and sustains her team in the public sector; she has executive authority to approve terms and to resolve issues, and she responds to inquiries within 8 business hours. Denise is dedicated to supporting the Sourcewell contract and ensuring its success. Denise leads the Public Sector team, who is prepared and eager to support Sourcewell members. Our Account Executives, who live work, and play in the communities they serve, are dedicated to each vertical and will support State and Local Government, Education, and not-for-profit customers across the US and Canada. This Public Sector sales force will actively promote the availability of Sourcewell to customers and prospects across the country. With the assistance of our Public Sector marketing team. Sourcewell members will benefit from SHI's laser focus to be the best, while continuing to keep our costs aggressive with our low overhead. A dedicated approach to the Public Sector business for the last twenty years has helped us create solutions that are specific to the unique needs of State, Local, and Education customers across the country. Many of our customers have inquired about our relationship with Sourcewell; we are eager to contribute to your organization and are zealously confident that we are the ideal Sourcewell partner for this contract. We offer a fresh, new perspective to your Members and have worked tirelessly to improve as both a reseller and a total Solutions Provider. We bring integrity, purpose, and passion to Sourcewell and are grateful for your consideration.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - SHI Financials 2018-17.pdf - Tuesday August 13, 2019 17:28:09
 - [Marketing Plan/Samples](#) - Sourcewell Marketing Plan Draft and Sample marketing piece.pdf - Tuesday August 13, 2019 17:29:37
 - [WMBE/MBE/SBE or Related Certificates](#) - WBE Certificate_Exp_02-28-2020.pdf - Tuesday August 13, 2019 17:28:33
 - Warranty Information (optional)
 - [Pricing](#) - Sourcewell Pricing.pdf - Tuesday August 13, 2019 20:48:59
 - Supplemental Pricing Documentation (if needed) (optional)
 - Additional Document (optional)

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER’S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the “Proposer”), swears that the following statements are true to the best of his or her knowledge.

- 1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
- 2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
- 3. The contents of the Proposer’s proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
- 4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer’s Proposal.
- 5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
- 6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 8. The Proposer understands that Sourcewell will reject RFP proposals that are marked “confidential” (or “nonpublic,” etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a “trade secret,” and thus nonpublic data under Minnesota’s Data Practices Act.

The Proposer understands that it is the Proposer’s duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer’s Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.
- Aimee Ballenger, Public Program Manager

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

AMENDMENT #1
TO
SOURCEWELL CONTRACT #081419-SHI

This Amendment is by and between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **SHI International Corp.**, 290 Davidson Avenue, Somerset, NJ 08873 (Vendor).

Sourcewell awarded a contract for Technology Catalog Solutions to Vendor (#081429-SHI) effective November 12, 2019, until October 30, 2023, relating to the provision of services by Vendor and to Sourcewell and its Members (Original Contract).

Vendor has requested to amended the Original Contract to expand the interpretation of the term "Vendor."

In consideration of the mutual covenants and agreements described in this Amendment, the parties agree to amend the Original Contract as follows:

1. This Amendment is effective upon the date of the last signature below.

Remainder of page intentionally left blank.

2. As used within the Original Contract, any reference to “Vendor” will be interpreted to also include SHI Government Solutions, Inc.

Except as amended by this Amendment, the Original Contract remains in full force and effect.

Sourcewell

By: Jeremy Schwartz
AuthC: C0FD2A139D06489...

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 3/13/2020 | 9:03 AM CDT

SHI International Corp.

By: Kristina Mann
AuthC: 2A3B1E59B06C459...

Kristina Mann
Name – Printed

Title: Sr. Lead Contract Specialist

Date: 3/13/2020 | 8:56 AM CDT

Sourcewell—APPROVED:

By: Chad Coauette
AuthC: 7E42B8F817A64CC...

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 3/13/2020 | 9:09 AM CDT

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

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

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

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

Sincerely,

A handwritten signature in cursive script, appearing to read 'R. L. Riddle', with a small dot at the end of the last name.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for three 2023 Ford F150 Supercrew 4x4 pickup trucks for MFRD.

Motor pool capital.

Amount of Contract:

\$121,083.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20240411 Stivers Agenda Package POs	Cover Memo	4/11/2024

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	4/11/2024 - 12:37 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>7407</u>	2024	(1510) FIRE ADMINISTRATION	3 FORD F150 SUPERCREW 4X4 PICKUP TRUCKS FOR MFRD (AL STATE CONTRACT)	\$121,083.00	<u>(292393)</u> <u>STIVERS FORD</u> <u>LINCOLN INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007407-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved
--	--

Page 1

Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

Ship To
 MOTOR POOL - ATTN: SEAN CLARK
 770 GAYLE STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

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

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 MOTOR POOL - ATTN: SEAN CLARK
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/03/24	292393				FIRE ADMINISTRATION

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

General Notes

001 TRUCK CAB & CHASSIS, WITH BODY AS FOLLOWS: Additional Description Notes	3.00 EACH	37087.00000	111261.00
---	--------------	-------------	-----------

2023 FORD F150 SUPERCREW 4x4 PICKUP -- STATE CONTRACT T191; CONTRACT NUMBER: MA220000003128-15; MODEL SERIES W1E; INCLUDES: 3.3L V6 Engine, 10-Spd Auto, 4x4, 145" wheelbase, 5.5' Bed, Power Windows, Power Door Locks w/ Integrated Key Transmitter Keyless Entry, Power Tailgate Lock, Cruise Control, Black Vinyl Flooring, 17" Silver Steel wheels

STATE CONTRACT T191; CONTRACT NUMBER: MA220000003128-15
 Vendor Item
 Inventory Item/Loc 712

1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP.	111261.00
--	-----------

Ship To
 MOTOR POOL - ATTN: SEAN CLARK
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 MOTOR POOL - ATTN: SEAN CLARK
 770 GAYLE STREET

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007407-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved
--	--

Page 2

Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

Ship To
 MOTOR POOL - ATTN: SEAN CLARK
 770 GAYLE STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#334-613-5000
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MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/03/24	292393				FIRE ADMINISTRATION

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

002 TRUCK PICKUP, OPTION AS FOLLOWS:	3.00	2335.00000	7005.00
	EACH		

Additional Description Notes

5.0L V8 ENGINE

Vendor Item
 Inventory Item/Loc 17137

1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP.			7005.00
--	--	--	---------

Ship To
 MOTOR POOL - ATTN: SEAN CLARK
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 MOTOR POOL - ATTN: SEAN CLARK
 770 GAYLE STREET
 MOBILE, AL 36604

003 TRUCK PICKUP, OPTION AS FOLLOWS:	3.00	595.00000	1785.00
	EACH		

Additional Description Notes

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007407-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 3
--	--	--------

Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

MONTGOMERY, AL 36116

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

Ship To
 MOTOR POOL - ATTN: SEAN CLARK
 770 GAYLE STREET

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 MOTOR POOL - ATTN: SEAN CLARK
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/03/24	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Spray In Bed liner Vendor Item Inventory Item/Loc 17137			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP.			1785.00
	Ship To MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference VICTORIA RICHARDSON Deliver To MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604			
004	DELIVERY FEE	3.00 EACH	344.00000	1032.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP.			1032.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007407-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved
---	---

Page 4

Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

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 MOTOR POOL - ATTN: SEAN CLARK
 770 GAYLE STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#334-613-5000
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Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 MOTOR POOL - ATTN: SEAN CLARK
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/03/24	292393				FIRE ADMINISTRATION

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

Ship To
 MOTOR POOL - ATTN: SEAN CLARK
 770 GAYLE STREET
 MOBILE, AL 36604
Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 MOTOR POOL - ATTN: SEAN CLARK
 770 GAYLE STREET
 MOBILE, AL 36604

Requisition Link

Requisition Total 121083.00

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

Account	Amount	Remaining Budget
E MP01522 .VEHICLEEXP.	121083.00	112072.56

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	121083.00	14060262.09
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Approved	04/04/24	CHARLES SUMRALL	
Approved	04/05/24	SHONNDA SMITH	
Approved	04/05/24	CHERI BOUCHER	Auto approved by: 910518244



Contract: MA220000003128 - Ford Fleet T191 Stivers Ford



Contract Header

Contract

Ford Fleet T191 Stivers Ford

Type

Master Agreement

Supplier

Stivers Ford Lincoln

Contract Code

MA220000003128

Linked Solicitation

Ford Fleet T191 -Bid-

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	3342424610
1 Result(s)			

Supplier Contact

First name	Last name	Email	Phone
David	Maddox	dmaddox@stiversonline.com	8333173566
1 Result(s)			

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/15/2022

End Date

6/14/2024

Documents

- Updated Ford_Bid_specs T191 5-23-22.pdf
- Ordering Summary as of September 26, 2023.docx
- Master_Agreement_V1.pdf
- Ford 2023 Order Bank Opening Updates.pdf
- Updated_Ford-T191_All_T___C_-_5-23-22 (3).pdf
- Master_Agreement_V2 (5).pdf
- Stivers Ford Disclosure and E Verify.pdf

Items

Item Name	Product Code		UOM
Ford Explorer	220000003128-3	33,098.00	Each
Ford Maverick	220000003128-6	24,352.00	Each
Ford Transit Cargo Van	220000003128-10	42,035.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	41,617.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	39,367.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	42,810.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	44,258.00	Each
Ford Diesel Engine Upgrade	220000003128-17	9,301.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	46,408.00	Each
Ford Diesel Engine Upgrade	220000003128-19	9,301.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,601.00	Each
Ford Diesel Engine Upgrade	220000003128-21	9,301.00	Each



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
4/18/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/18/2024 - 8:34
AM

R E S O L U T I O N

Sponsored by: Councilmember C. J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application: Retail Beer/Table Wine (Off Premises Only) License

Submitted by: Broad Street Health, Inc.

Location: Ladas Pharmacy
 1050 South Broad Street
 Mobile, AL 36603

Adopted:.

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/12/2024	TRANSFER - OWNERSHIP	2024 - 5645	128506	3	April 23, 2024

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

BROAD STREET HEALTH INC

Trade Name (DBA)

LADAS PHARMACY

Location Address

1050 SOUTH BROAD STREET

City, State, Zip Code

MOBILE AL 36603

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/12/2024	TRANSFER - OWNERSHIP	2024 - 5645	128506	3	April 23, 2024

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

BROAD STREET HEALTH INC

Trade Name (DBA)

LADAS PHARMACY

Location Address

1050 SOUTH BROAD STREET

City, State, Zip Code

MOBILE AL 36603

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson *L. Logan Anderson*
Principal Planner

Date: April 15, 2024

Re: Application # 5645 / 1050 S. Broad St.

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that a drug store with retail beer and wine sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 3, C.J. Small (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5645 DATE 4/23/2024

APPLICANT LADAS PHARMACY

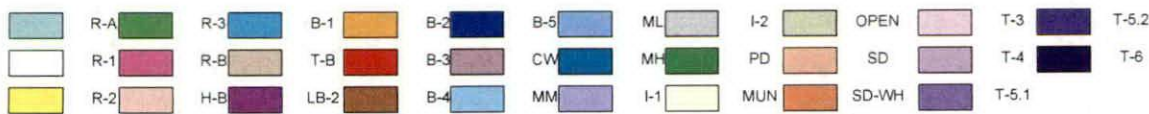
LOCATION 1050 S BROAD ST

REQUEST ALCOHOLIC BEVERAGE LICENSE



NTS

LANDUSE SURVEY
CONDUCTED 2010



City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/12/2024	TRANSFER - OWNERSHIP	2024 - 5645	128506	3	April 23, 2024

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

BROAD STREET HEALTH INC

Trade Name (DBA)

LADAS PHARMACY

Location Address

1050 SOUTH BROAD STREET

City, State, Zip Code

MOBILE AL 36603

Contact Person Information				
Name	Title	POA	Phone	Email
STERLING L RIVERS	MEMBER	NO		TERLINGRIVERS@BROADSTREETHEALTHRX.COM

. Has any outstanding license and tax issues been addressed and corrected with this business? N/A

What is/was the start date of this business? 04/01/2024

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 04/12/2024	Application Type TRANSFER - OWNERSHIP	Application Number 2024 - 5645	License Account # 128506	Council District 3	Council Agenda Date April 23, 2024
License Type Applied for with Alabama ABC Board 050 - RETAIL BEER (OFF PREMISES ONLY)			2nd License Type Applied for with Alabama ABC Board 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)		
Business Information					
Legal Business Name BROAD STREET HEALTH INC			Trade Name (DBA) LADAS PHARMACY		
Business Structure Type CORP - CORPORATION		Incorporation Date 05/22/2023	SOS Entity ID 001-080-583	State AL	County MOBILE
Federal Tax ID (FEIN) 93-4138164	Alabama State Sales Tax ID R011966018		Business Phone Number (2		
Physical Address (Street Address, Suite #) 1050 SOUTH BROAD STREET		City MOBILE		State AL	Zip Code 36603
Mailing Address (Street Address, Suite #, PO Box) 1050 SOUTH BROAD STREET		City MOBILE		State AL	Zip Code 36603
Primary Business Activity at the Location Explain (other) OTHER PHARMACY			If Location Transfer, Previous Street Address and Zip Code N/A		
Contact Person Information					
Name STERLING L RIVERS	Title MEMBER	POA NO	Phone	Email TERLINGRIVERS@BROADSTREETHEALTHRX.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name LADAS, LOUIS H			Trade Name (DBA) LADAS PHARMACY		
ABC License Type 050/070 - RETAIL BEER/WINE (OFF PREMISES ONLY)		License Number 000058249		Any ABC Pending Actions NO	
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name BROAD STREET HOLDINGS LLC			Property Owner Phone Number ---		Property Owner Email HARRIETLADAS@LADASPHARMACY.COM
Property Owner Mailing Address (Street Address, Suite #, PO Box)			City		State Zip Code
Bldg Square Footage 1,800	Bldg Seating Capacity 0	Restroom Facilities YES	Patio Area NO	Structure Type TWO STORY	License Covers BOTTOM FLOOR
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? NO Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials

SR

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information			Copy of Driver's License Must Be Provided for each Person		
Full Name (Last, First, Middle) RIVERS, STERLING LADAS		Title MEMBER	Driver's License (State, Number)		
Home Address (Street Address, Apt/Unit #)		City MOBILE	State AL	Zip Code 36608	
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number		
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Full Name (Last, First, Middle) N/A		Title	Driver's License (State, Number)		
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number		
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
Full Name (Last, First, Middle) N/A		Title	Date of Birth	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	Phone Number
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES					

SLR

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

SL

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

SL

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

SL

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

SL

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

SL

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

SL

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

SL

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name

Date of Application Signature

Stirling Rivers

4-12-24

Owner/Applicant/POA Signature

Title of Person Signing this Application

[Signature]

Owner

Sworn to and subscribed before me this **12** day of **April** 20 **24**

Notary Person Printed Name

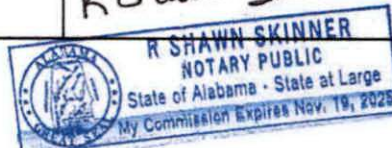
Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19, 2025



City of Mobile Alcoholic Beverage License Application Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

BROAD STREET HEALTH INC dba **LADAS PHARMACY**

has made application to the City Council of the City of Mobile for a

050 - RETAIL BEER (OFF PREMISES ONLY) and **070 - RETAIL TABLE WINE (OFF PREMISES ONLY)**

for the premises located at **1050 SOUTH BROAD STREET**, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am Tuesday

April 23, 2024

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant(s) shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.



Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

CITY OF MOBILE
REVENUE DEPARTMENT

April 12, 2024



LADAS PHARMACY

1050 SOUTH BROAD STREET

MOBILE, AL 36603 USA

ACCOUNT NUMBER: 128506 TERRITORY 3

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1778495	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

04/12/2024 03:13PM SAVALIA G
039661-0011

BUSINESS LICENSE

BROAD STREET HEALTH INC
128506
2024 Item: 1778495
ALCOHOL APPLICATION
FEE

\$50.00

\$50.00

Subtotal \$50.00
TP CC FEE \$2.50
Total \$52.50

REVENUE CC \$52.50

*****8448

Ref=7ab8d0ab-7932-445a-874b-71ab43ebe053

Auth=08138G

Change due \$0.00

Paid by: RIVERS/STERLING LADAS



Thank you for your payment

CUSTOMER COPY

This confirms that you have authorized
Tyler Technologies to collect a service
fee to complete this transaction. If
you have any questions regarding this
fee, contact Tyler Technologies'
customer service department at
TPCustomerService@TylerTech.com for
assistance.

Tyler Technologies, Inc



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240313085919697

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Trade Name: **LADAS PHARMACY** Filing Fee: \$100.00

Applicant: **BROAD STREET HEALTH INC** Transfer Fee:

Location Address: 1050 S BROAD ST MOBILE, AL 36603

Mailing Address: 1050 S BROAD ST MOBILE, AL 36603

County: MOBILE Tobacco sales: YES Tobacco Vending Machines: 0

Product Type: 01 Type Ownership: CORPORATION

Book, Page, or Document info: 001-080-583

Do you sell Draft Beer?:

Date Incorporated: 05/22/2023 State incorporated: AL County Incorporated: MOBILE

Date of Authority: 05/22/2023

Federal Tax ID: 93-4138164 Alabama State Sales Tax ID: R011966018

Name:	Title:	Date and Place of Birth:	Residence Address:
STERLING LADAS RIVERS	OWNER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: STERLING RIVERS

Business Phone: 251-432-5601

Fax:

Home Phone: 251-554-7657

Cell Phone: 251-554-7657

E-mail: STERLINGRIVERS@BROADSTREETHEALTHRX.COM

PREVIOUS LICENSE INFORMATION:

Trade Name: LADAS PHARMACY

Applicant: LOUIS H LADAS

Previous License Number(s)

License 1: 050-000058249

License 2: 070-000058249



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240313085919697

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: BROAD STREET HOLDING LLC 251-391-1588

What is lessors primary business? PHARMACIST

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 1800 Display Square Footage:

Building seating capacity: 0 Does Licensed premises include a patio area? NO

License Structure: TWO STORY License covers: BOTTOM FLOOR

Number of licenses in the vicinity: 1 Nearest: 1

Nearest school: Nearest church: Nearest residence: 1 blocks

Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240313085919697

Initial each

☐ SR
☐ SR

☐ SR

☐ XX

☐ XX

☐ XX

☐ SR

☐ SR

☐ SR

Signature page

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

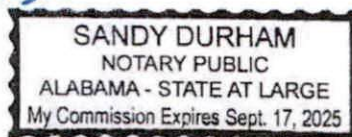
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Sterling Rivers

Signature of Applicant: [Signature]

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

Submitted to Local Government:

Received in District Office:

App. Inv. Completed:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-1115
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

February 23, 2024

Dear Mr. Rivers,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-7700 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXXX

TCN:

NAME: RIVERS, STERLING LADAS

SOC

ABI RESULT: NON-IDENT

SID: -----

**CERTIFIED COPY
OF
ALEA DOCUMENT**

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF INCORPORATION

PURPOSE: In order to form a Business Corporation under Sections 10A-1-3.05 and 10A-2A-2.02 of the Code of Alabama 1975, this Certificate of Incorporation and the appropriate filing fee must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

INSTRUCTIONS: Mail 2 copies of this completed form along with a self-addressed, stamped envelope to:

*Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama 36103.

*Include a check, money order, or credit card payment for the \$200.00 processing fee.

*The Secretary of State shall pay the sum of \$100.00 to the county treasurer for the county in which the office of the initial registered agent for that entity is located.

*You may file the Certificate of Incorporation online in the time it takes to type this request.

*The Certificate will not be registered if the credit/debit card does not authorize and will be removed from the index if the check is dishonored (\$30 fee).

This form must be typed and will not be accepted via email.

1. The name of the corporation (must contain the word "Corporation" or "Incorporated," or the abbreviation of one of those words, and comply with Code of Alabama Section 10A-1-5.04):

Broad Street Health, Inc.

2. *A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.*

3. Street (No PO Boxes) address of principal office of the corporation:

1050 South Broad Street, Mobile, Alabama 36603

Mailing address of principal office (if different from street address):

4. The name of the registered agent (only one agent): Sterling L. Rivers

Street (No PO Boxes) address of registered office (must be located in Alabama):

*COUNTY of above address: Mobile

Mailing address in Alabama of registered office (if different from street address):

This form was prepared by: (type name and full address)

Jerome E. Speegle, Esq.
Speegle, Hoffman, Holman & Hofffield, LLC
P.O. Box 11
Mobile, AL 36601

(For SOS Office Use Only)

Alabama
Sec. Of State

New Entity
001-080-563 D/C
Date 5/22/2023
Time 11:45
230522 3 Pg
Mobile County

File \$100.00
County \$100.00

Total \$200.00
07/004

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF INCORPORATION

5. Purpose for which corporation is formed: to serve as a pharmacy and a convenience store

the purpose includes the transaction of any lawful business for which corporations may be incorporated in Alabama under Title 10A, Chapter 2A of the Code of Alabama.

6. Amount of stock the corporation is authorized to issue: 10,000 Par Value \$1.00
(optional)

7. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

8. The name(s) of the Incorporator(s): Sterling L Rivers

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

Attach additional pages if more Incorporators need to be added.

9. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.

☐ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the corporation.

*County of Registered Agent is requested in order to determine distribution of County filing fees.

5/17/2023
Date (MM/DD/YYYY)

[Signature]
Signature as required by 10A-2A-1.20

Sterling L Rivers
Typed name of above signature

Registered Agent
Typed title/capacity to sign under 10A-2A-1.20

1/1
Date (MM/DD/YYYY)

[Signature]
Signature as required by 10A-2A-1.20

[Signature]
Typed name of above signature

[Signature]
Typed title/capacity to sign under 10A-2A-1.20

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

Broad Street Health, Inc.

This name reservation is for the exclusive use of Harriet Ladas, 67 Wimbledon Rd.
W., Mobile, AL 36608 for a period of one year beginning May 02, 2023 and
expiring May 02, 2024



RES089413

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

May 02, 2023

Date

A handwritten signature in black ink, appearing to read 'Wes Allen', is written over a horizontal line.

Wes Allen

Secretary of State



001742.537806.464740.11264 1 KB 0.561 920



BROAD STREET HEALTH INC
% STERLING L RIVERS
1050 S BROAD ST
MOBILE AL 36603

001742

Date of this notice: 11-01-2023

Employer Identification Number:
93-4138164

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-4138164. This EIN will identify your entity, accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please visit, www.irs.gov/einnotrequested.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941
Form 1120
Form 940

01/31/2024 *QUARTERLY FED TAX/SS TAX*
04/15/2024 *yearly US corp income tax return*
01/31/2024 *FUTA - yearly - unemployment*

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding of the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

2024



SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

BROAD STREET HEALTH INC
1050 S BROAD ST
MOBILE, AL 36603-1038

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011966018	01/15/2024	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 456110

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Gene W. Strickland
Deputy Commissioner



CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535 or this should be included on your deed and/or lease paperwork

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by

OWNED BY BROAD STREET HOLDINGS LLC
LEASED TO BROAD STREET HEALTH INC

Who has applied for an ALABAMA ALCOHOLIC BEVERAGE LICENSE at the above described location. DBA LADAS pharmacy

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public that an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

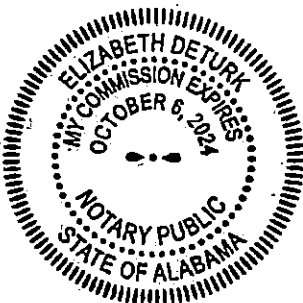
Sworn to and subscribed before me this 26th day of March 20 24.

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Elizabeth Deturk	Elizabeth Deturk	10-6-24

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)



Harnet Ladas
Owner of Property (Signature)

Sterling Rivers
Applicant Name (Signature)

Date Agreement Signed

Date Agreement Signed

03-06-2024

03-06-2024

{ Application Property Ownership



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

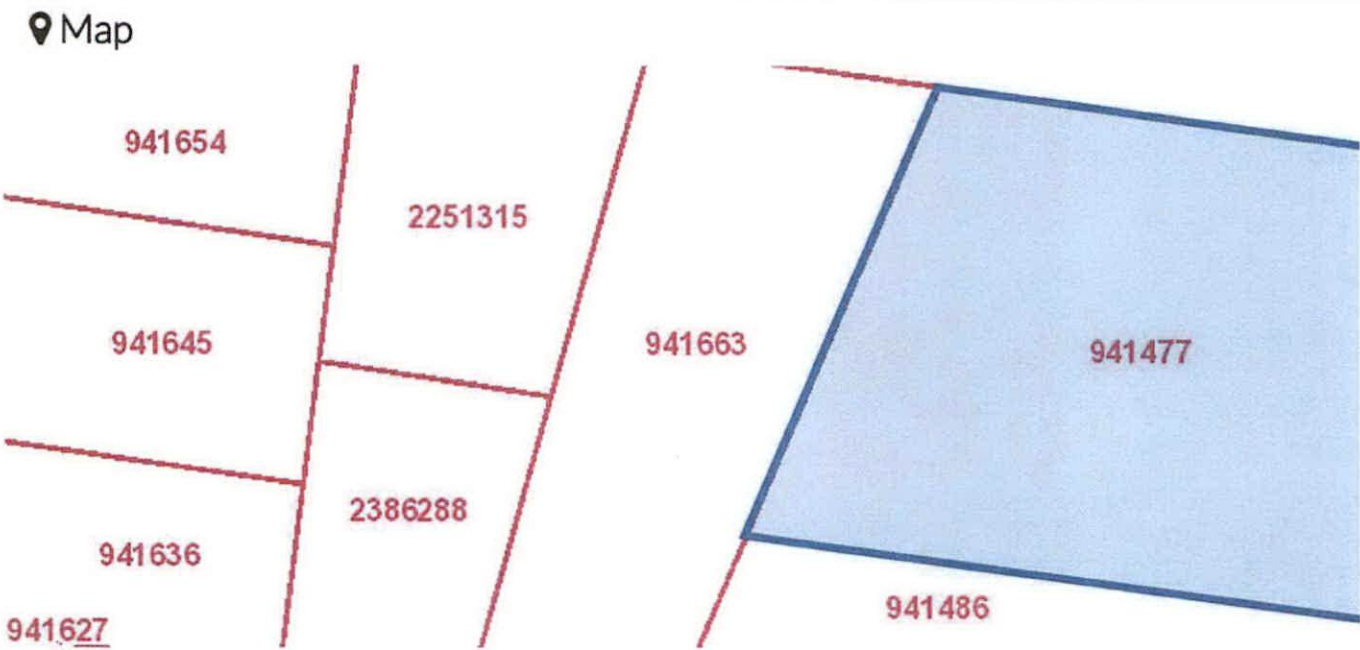
PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☐ Corporation	Application Type ☐ New Business ☐ New Owner ☐ Location Change	Transfer - License? ☐ No ☐ Yes Relocation Date	Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub			
Legal Business Name		Trade Name (DBA)	
Company Physical Address (Street Address, Suite #)		City	State
			Zip Code
Business Contact Person Information			
Name	Title	Phone	Email
URBAN DEVELOPMENT DEPARTMENT USE ONLY			
Building Sq Footage	Parking Provided	Parking Required	Compliance
Comments			
Print Name	Signature	Date	

Mobile County Property Search

Key Number: 941477 For Year 2023



Property Details

Account	
Key Number:	941477
Legal Description:	BEG AT SW COR OF BALTIMORE ST AND WASHINGTON AVE RUN TH IN A S DIRECTION ALG THE W/L OF WASHINGTON AVE 108 FT 2 IN TO A PT TH RUN IN A WLY DIRECTION 150 FT TO A PT TH RUN IN NLY DIRECTION 108 FT 2 IN TO S/L OF BALTIMORE ST TH RUN ELY TO PLACE OF BEG BEING LOTS 6 AND 7 OF O'DONNELL HOMESTEAD DBK 137NS PG 136 LESS AN EXC PART DEEDED TO CITY FOR ROW GRT SEC 37 T4S R1W #MP29 10 37 0 007 #GRT SEC 37 T4S R1W
Parcel Number:	2910370007156XXX
Type:	Real
Property Class:	2
Location	
Address:	1050 S BROAD ST MOBILE, AL 36605
Owner	
Name:	BROAD STREET HOLDINGS LLC, AN ALABAMA LIMITED LIABILITY COMPANY
Mailing Address:	1050 SOUTH BROAD STR MOBILE , AL 36603

My Place

Information for address:
1050 S BROAD ST

- **Parcel Information:**

Key / ID:

[00941477 / R022910370007156.000](#)

Owner:

Broad Street Holdings Llc, an Alabama Limited Liability Company
1050 South Broad Str

Mobile, AL 36603

Subdivision:

- **Jurisdiction:**

[City of Mobile](#)

- **Neighborhood Renewal District:**

Marine St Baltimore St Oakdale
Community Block Grant Area

- **Revenue District:**

3

- **Township/Range/Section:**

4s1w27

- **Tract Census 2010:**

001302

- **Zipcode:**

Mobile

•

Historic District:

N/A

•

XY Location(NAD83 State Plane AL West 102 Ft):

X: 1793621.626

Y: 242361.854

•

Zoning:

[Check zoning on Planning & Zoning](#)

Services:

- **Community Action Group:**

Oakdale

- **Fire District:**

Fire Station 11 Willett

- **Garbage Pickup Day:**

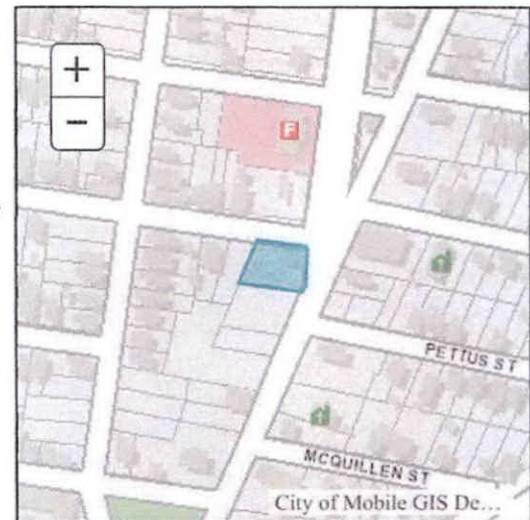
Friday-East - Route A

- **Police Precinct / Beat:**

Precinct - 1 / Beat - 15

- **Trash Pickup Day/ Unit:**

Monday South - biweekly / Td-5



Political:

- **City Council District:**

[3 - C.J. Small](#)

- **County Commissioner District:** [1](#)

- **State House District:** [97](#)

- **State Senate District:** [33](#)

School:

- **Elementary School District:**

[Craighead](#)

- **High School District:**

[Williamson](#)

- **Middle School District:**

[Calloway Smith](#)

- **School Board District:** [4](#)

Flooding Information:

•

Flood Zone:

[Check flood zone on City Map](#)

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 6th day of March, 2024

BETWEEN:

Broad Street Holdings LLC of 1050 S Broad St, Mobile, AL 36603, USA

Telephone: (251) 391-1588

(the "Landlord")

OF THE FIRST PART

- AND -

Broad Street Health Inc of 1050 S Broad St, Mobile, AL 36603, USA

Telephone: (251) 432-5601

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 1050 S Broad St, Mobile, AL 36603, USA, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are

not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- e. "Premises" means the building at 1050 S Broad St, Mobile, AL 36603, USA.
- f. "Rent" means the total of Base Rent and Additional Rent.

Intent of Lease

- 2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

Leased Premises

- 3. The Landlord agrees to rent to the Tenant the building municipally described as 1050 S Broad St, Mobile, AL 36603, USA (the "Premises").
- 4.

The Premises will be used for only the following permitted use: Retail (the "Permitted Use").

5. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the "Parking") on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's Parking.

Term

6. The term of the Lease is a periodic tenancy commencing at 12:00 noon on March 6, 2024 and continuing on a year-to-year basis until the Landlord or the Tenant terminates the tenancy (the "Term").
7. Notwithstanding that the Term commences on March 6, 2024, the Tenant is entitled to possession of the Premises at 12:00 noon on March 6, 2024.
8. Upon 30 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.
9. Upon 60 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 60 days notice.

Rent

10. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$2,500.00, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
11. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord.
12. The Tenant will be charged an additional amount of 5.00% of the Base Rent for any late payment of Base Rent.
13. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Use and Occupation

14. The Tenant will carry on business under the name of dba Ladas Pharmacy, and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and

staffed on the date of commencement of the Term and throughout the Term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

15. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.
16. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

Quiet Enjoyment

17. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

18. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

19. If the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the Term, then the Tenant will be a tenant at will and will pay to the Landlord, as liquidated damages and not as rent, an amount equal to twice the Base Rent plus any

Additional Rent during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly, and subject always to all the other provisions of this Lease insofar as they are applicable to a tenancy at will and a tenancy from month to month or from year to year will not be created by implication of law; provided that nothing in this clause contained will preclude the Landlord from taking action for recovery of possession of the Premises.

Inspections and Landlord's Right to Enter

- 20. During the Term and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs. Except where the Landlord or its agents consider it an emergency, the Landlord will provide the Tenant with written notice 24 hours prior to entering.**

Utilities and Other Costs

- 21. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: natural gas, sewer and cable.**
- 22. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, water, telephone and internet.**

Insurance

- 23. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.**
- 24. The Tenant is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the Building on the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.**
- 25. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord. The Tenant's insurance must be an amount not less than \$1,000,000.00.**

Abandonment

- 26. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any**

kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Governing Law

27. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Alabama, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

28. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Alabama (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

29. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at the Landlord's option, terminate this Lease.

Bulk Sale

30. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord,

that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Care and Use of Premises

31. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
32. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
33. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
34. The Tenant will not engage in any illegal trade or activity on or about the Premises.
35. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

36. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

37. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

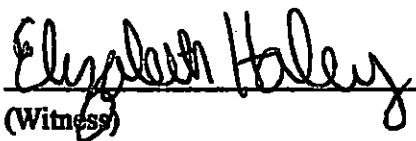
Rules and Regulations

38. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

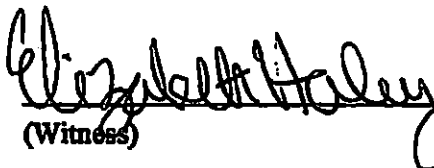
39. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
40. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
41. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
42. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
43. Time is of the essence in this Lease.
44. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 6th day of March, 2024.


(Witness)

Broad Street Holdings LLC (Landlord)

Per:  (SEAL)


(Witness)

Broad Street Health Inc (Tenant)

Per:  (SEAL)

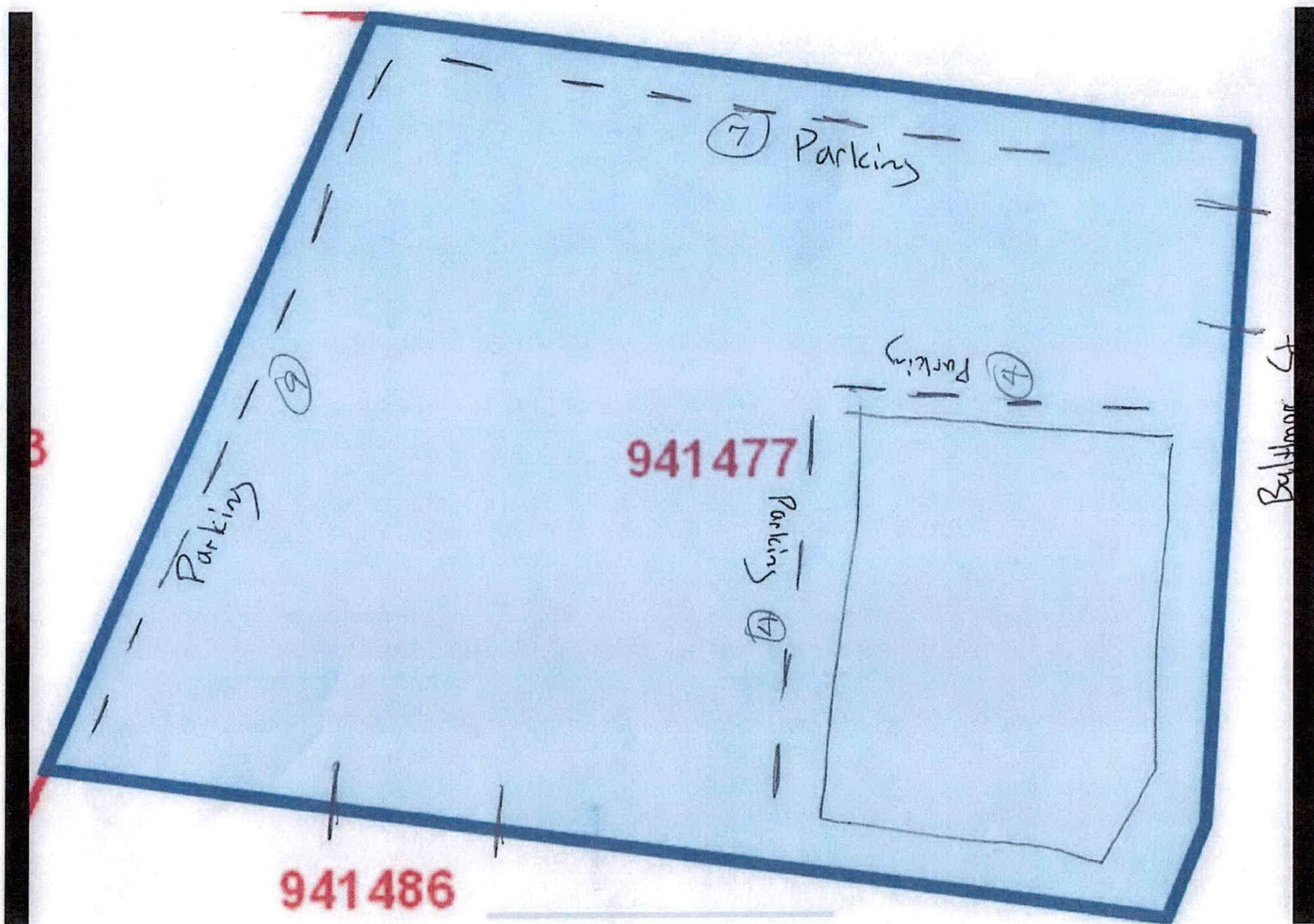


CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☒ Corporation		Application Type ☐ New Business ☒ New Owner ☐ Location Change		Transfer - License? ☐ No ☒ Yes Relocation Date		Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☒ Other PHARMACY	
License Type Applied for with Al. ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☒ 050 - Retail Beer (Off Premises Only) ☐ 060 - Retail Table Wine (On/Off Premises) ☒ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name BROAD STREET HEALTH INC				Trade Name (DBA) LADAS PHARMACY			
Company Physical Address (Street Address, Suite #) 1050 SOUTH BROAD STREET				City MOBILE	State AL	Zip Code 36603	
Business Contact Person Information							
Name STERLING L RIVERS		Title OWNER		Phone (251) 554-7657		Email STERLINGRIVERS@BROADSTREETHEALTHRX.COM	
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 1,800	Parking Provided 24	Parking Required 5	Compliance ☒	Zoning B-3	Approved ☒		
Comments EXISTING PHARMACY/CONVENIENCE STORE							
Print Name CALDWELL C. WHISTLER		Signature <i>Caldwell C. Whistler</i>			Date 4-12-2024		



Broad St

Bulldog Ct



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
4/18/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/18/2024 - 8:35
AM

R E S O L U T I O N

Sponsored by: Councilmember Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application: Restaurant Retail Liquor License
Submitted by: Brick and Spoon Mobile, LLC
Location: Brick and Spoon
3662 Airport Boulevard
Unit A
Mobile, AL 36608

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/15/2024	NEW APPLICATION	2024 - 5647	128687	5	April 23, 2024

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

BRICK AND SPOON MOBILE LLC

Trade Name (DBA)

BRICK AND SPOON

Location Address

3662 AIRPORT BLVD UNIT A

City, State, Zip Code

MOBILE AL 36608

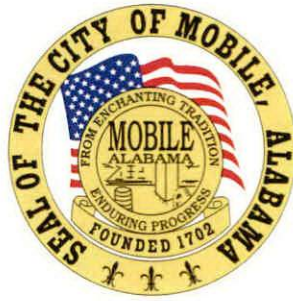
Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

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PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
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DISTRICT 1
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Trade Name (DBA)

BRICK AND SPOON

Location Address

3662 AIRPORT BLVD UNIT A

City, State, Zip Code

MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson
Principal Planner *L. Logan Anderson*

Date: April 17, 2024

Re: Application # 5647 / 3662 Airport Blvd. Ste. A

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that a restaurant with retail liquor sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 5, Joel Daves (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5647 DATE 4/23/2024

APPLICANT BRICK AND SPOON MOBILE LLC

LOCATION 3662 AIRPORT BLVD UNIT A

REQUEST ALCOHOLIC BEVERAGE LICENSE



LANDUSE SURVEY
CONDUCTED 2010

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/15/2024	NEW APPLICATION	2024 - 5647	128687	5	April 23, 2024

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

BRICK AND SPOON MOBILE LLC

Trade Name (DBA)

BRICK AND SPOON

Location Address

3662 AIRPORT BLVD UNIT A

City, State, Zip Code

MOBILE AL 36608

Contact Person Information				
Name	Title	POA	Phone	Email
BRITNI M THOMPSON	MEMBER	NO		BRICKANDSPOONMOBILE@GMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? N/A

What is/was the start date of this business? 04/25/2024

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

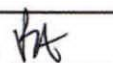
Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 04/15/2024	Application Type NEW APPLICATION	Application Number 2024 - 5647	License Account # 128687	Council District 5	Council Agenda Date April 23, 2024
License Type Applied for with Alabama ABC Board 020 - RESTAURANT RETAIL LIQUOR			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name BRICK AND SPOON MOBILE LLC			Trade Name (DBA) BRICK AND SPOON		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 01/10/2024	SOS Entity ID 001-115-646	State AL	County MOBILE
Federal Tax ID (FEIN) 99-0653412	Alabama State Sales Tax ID R012118212		Business Phone Number		
Physical Address (Street Address, Suite #) 3662 AIRPORT BLVD UNIT A			City MOBILE	State AL	Zip Code 36608
Mailing Address (Street Address, Suite #, PO Box)			City	State	Zip Code
Primary Business Activity at the Location Explain (other) RESTAURANT			If Location Transfer, Previous Street Address and Zip Code N/A		
Contact Person Information					
Name BRITNI M THOMPSON	Title MEMBER	POA NO	Phone (	Email BRICKANDSPOONMOBILE@GMAIL.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A			Trade Name (DBA)		
ABC License Type			License Number	Any ABC Pending Actions	
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name DELANEY DEVELOPMENT LLC			Property Owner Phone Number (251) 460-4538	Property Owner Email TERRYM@DELANEYINC.NET	
Property Owner Mailing Address (Street Address, Suite #, PO Box) 225 SPRINGHILL MEMORIAL PLACE			City MOBILE	State AL	Zip Code 36616
Bldg Square Footage 5,300	Bldg Seating Capacity 120	Restroom Facilities YES	Patio Area NO	Structure Type SHOPPING CENTER	License Covers PARTIAL - ATTACHED
Do the premises have a fully equipped/operational kitchen? YES Is the business used to habitually and principally provide food to the public? YES Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials



City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person			
Full Name (Last, First, Middle) THOMPSON, BRITNI MARIE				Title MEMBER		Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)				City		State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)			Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?							
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition			
Do you have any existing State of Alabama ABC license(s) with any entity in your name?							
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)				
Full Name (Last, First, Middle) PAUL, KERRI MARGARET JONES				Title MEMBER		Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)				City		State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)			Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?							
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition			
Do you have any existing State of Alabama ABC license(s) with any entity in your name?							
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)				
Power of Attorney (POA) Information				Copy of Driver's License Must Be Provided for each Person			
Full Name (Last, First, Middle) N/A				Title		Date of Birth	Driver's License (State, Number)
Home Address (Street Address, Apt/Unit #)				City		State	Zip Code
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES							

City of Mobile Alcoholic Beverage License Application

Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertng requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

BRICK AND SPOON MOBILE LLC dba **BRICK AND SPOON**

has made application to the City Council of the City of Mobile for a

020 - RESTAURANT RETAIL LIQUOR

for the premises located at **3662 AIRPORT BLVD UNIT A**, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am Tuesday

April 23, 2024

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant(s) shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.



Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

CITY OF MOBILE
REVENUE DEPARTMENT

April 17, 2024



BRICK AND SPOON
3662 AIRPORT BOULEVARD
UNIT A
MOBILE, AL 36608 USA
ACCOUNT NUMBER: 128687 TERRITORY 5

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1779310	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT
PO BOX 3065
MOBILE, AL 36652-3065



Business License & Taxes
Bill Detail

View Bill	
Bill Year	2024
Bill Number	1779310
Owner Name	BRICK AND SPOON MOBILE LLC

View payments/adjustments			
Charge Code	Description	Receipts/Qty	Amount
ALAPP	ALCOHOL APPLICATION FEE	0.00	\$50.00
SUBTOTAL		0.00	\$50.00
Payments/Adjustments			\$50.00
Total Unpaid Balance			\$0.00
TOTAL DUE			\$0.00



Business License & Taxes

Bill Detail

View Bill

Bill Year	2024
Bill Number	1779310
Owner Name	BRICK AND SPOON MOBILE LLC

[View payments/adjustments](#)

Charge Code	Description	Receipts/Qty	Amount
ALAPP	ALCOHOL APPLICATION FEE	0.00	\$50.00
SUBTOTAL		0.00	\$50.00
Payments/Adjustments			\$50.00
Total Unpaid Balance			\$0.00
TOTAL DUE			\$0.00

©2024 Tyler Technologies, Inc.



Thank you for your payment



Thank you for your credit card payment. Allow up to 48 hours for your payment to be reflected on your account statement.

An email confirmation was sent to
SHAWN.SKINNER@CITYOFMOBILE.ORG.

City of Mobile AL
205 Government Street, Mobile, AL 36602
Revenue 251.208.7462
www.cityofmobile.org

Transaction details

Date: April 17, 2024 02:30 PM CDT

2024 Business Licenses #1779310	\$50.00
Subtotal	\$50.00
Processing fee	\$2.50
Total	\$52.50

Payment information

BRITNI M THOMPSON - BRICK AND SPOON

Confirmation number: WDC9NX3GJQ

Transaction type: Purchase

Thank you for your payment.



[Return to Citizen Self Service](#)

Description

2024 Business Licenses #1779310	\$50.00
Subtotal	\$50.00
Processing fee	\$2.50



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240319093219296

Type License: **020 - RESTAURANT RETAIL LIQUOR** State: **\$0.00** County: **\$0.00**
Type License: State: County:
Trade Name: **BRICK AND SPOON** Filing Fee: **\$50.00**
Applicant: **BRICK AND SPOON MOBILE LLC** Transfer Fee:
Location Address: **3662 AIRPORT BLVD UNIT A MOBILE, AL 36608**
Mailing Address:
County: **SELECT COUNTY** Tobacco sales: **NO** Tobacco Vending Machines:
Product Type: Type Ownership: **LLC**
Book, Page, or Document info: **001-115-646**
Do you sell Draft Beer?:
Date Incorporated: **01/10/2024** State incorporated: **AL** County Incorporated: **MOBILE**
Date of Authority: **01/10/2024**
Federal Tax ID: **99-0653412** Alabama State Sales Tax ID: **999999999**

Name:	Title:	Date and Place of Birth:	Residence Address:
KERRI MARGARET JONES PAUL	MEMBER		
BRITNI MARIE THOMPSON	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? **YES**
Does ABC have any actions pending against the current licensee? **NO**
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? **NO**
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? **NO**
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? **YES**
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? **NO**
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? **NO**
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? **NO**

Contact Person: **BRITNI THOMPSON**
Business Phone: **251-331-1111**
Fax:

Home Phone
Cell Phone
E-mail: **BRICKANDSPOONMOBILE@GMAIL.COM**

PREVIOUS LICENSE INFORMATION:

Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240319093219296

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **SPRINGDALE STORES INC 251-460-4538**
What is lessors primary business? **COMMERCIAL LEASING**
Is lessor involved in any way with the alcoholic beverage business? **NO**
Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**
Is the business used to habitually and principally provide food to the public? **YES**
Does the establishment have restroom facilities? **YES**
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
Building Dimensions Square Footage: **5200** Display Square Footage:
Building seating capacity: **130** Does Licensed premises include a patio area? **NO**
License Structure: **SHOPPING CENTER** License covers: **OTHER**
Number of licenses in the vicinity: **1** Nearest: **1**
Nearest school: Nearest church: Nearest residence: **1 blocks**
Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **NO**

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240319093219296

Initial each

☒ BT
☒ BT

☒ BT

☒ XX

☒ XX

☒ XX

☒ BT

☒ BT

Signature page

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Bethi Thompson

Signature of Applicant: [Signature]

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

Submitted to Local Government:

Received in District Office:

App. Inv. Completed:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240319093219296

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

License Covers: UNIT A



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

March 12th, 2024

Dear Ms. Thompson,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation
Thirteen

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX

TCN:6

NAME:THOMPSON BRITNI MARIE

SOC

ABI RESULT:NON-IDENT

SID

CERTIFIED COPY
OF ALEA DOCUMENT

Personal Data Report

General Descriptors

Name: THOMPSON, BRITNI MARIE

Address:

Nick Name:

Phone:

Race: WHITE

DOB:

Sex: F

Age: 35

Weight: 130

Eyes: BROWN

Height: 5'08"

Facial:

Hair: BROWN

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.

Address:

Danger

Desc:

MOBILE POLICE DEPARTMENT
BRITNI MARIE THOMPSON
35
F
BROWN
BROWN
NON HISPANIC/NON LATINO

Identifying Numbers

DL State: AL

DL #:

DL Type: D

SSN: _____

MID:

FP:

DOC:

FBI:

JRN:

SID:

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:

NO RECORD

SEARCHED BY:

DATE: 2/7/2024

[Signature]



HARRISON COUNTY SHERIFF'S OFFICE

Post Office Box 1480 • Gulfport, Mississippi 39502 • 228-896-0606

Matt Haley

Sheriff

Public Records Division

Phone: 228-896-0627

Fax: 228-896-0625

CRIMINAL BACKGROUND CHECK

I request a criminal background check from the Harrison County Sheriff's Office. I understand this criminal background check consists only of records of incarceration in the Harrison County Jail. I released the Harrison County Sheriff's Office from any liability regarding my criminal history.

Date:

03/25/2024

Signature:

Kerri M Paul

Print Name:

KERRI MARGARET PAUL

SSN:

Date of Birth:

HARRISON COUNTY SHERIFF'S DEPT.

NO RECORDS

DATE: 3/25/2024

BY: C. Thompson

10451 Larkin Smith Drive
Gulfport, Mississippi 39503

Personal Data Report

General Descriptors

Name: PAUL, KERRI MARGARET-JONES

Address:

Nick Name:

Phone:

Race: B - BLACK/AFRICAN
AMERICAN

DOB:

Sex: F

Age: 42

Weight: 120

Eyes: BROWN

Height: 5'03"

Facial:

Hair: BLACK

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.

Address:

Danger

Desc:

Identifying Numbers

DL State: MS

DL #:

DL Type:

SSN: - - -

MID:

FP:

DOC:

FBI:

JRN:

SID:

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:
FC in C&D

CHECKED BY:

DATE: 2/15/2024

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

Brick and Spoon Mobile LLC

2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.

3. The name of the registered agent (only one agent): Britni Thompson

Street (**no PO Boxes**) address of registered office (**must be located in Alabama**):

*COUNTY of above address: MOBILE

Mailing address **in Alabama** of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-115-646	DLL
Date	01/10/2024
Time	20:28:00
File	\$100.00
County	\$100.00

Total	\$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check **only** if the type applies to the Limited Liability Company being formed:

- ☐ Series LLC complying with Title 10A, Chapter 5A, Article 11
- ☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8
- ☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 1 / 10 / 2024 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 8 : 28 ☐ AM or ☒ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

1 / 10 / 2024
Date (MM/DD/YYYY)

Britni Thompson

Signature as required by 10A-5A-2.04

Owner

Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Additional Details

Organizers

Organizer

Street Address

Mailing Address

Britni Thompson

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

Brick and Spoon Mobile LLC

This name reservation is for the exclusive use of Britni Thompson, 9505 Treloar
Court, Mobile, AL 36695 for a period of one year beginning January 10, 2024 and
expiring January 10, 2025



RES133489

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

January 10, 2024

Date

A handwritten signature in dark ink, appearing to read 'Wes Allen', is written over a horizontal line.

Wes Allen

Secretary of State



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 01-10-2024

Employer Identification Number:
99-0653412

Form: SS-4

Number of this notice: CP 575 B

For assistance you may call us at:
1-800-829-4933

BRICK AND SPOON MOBILE LLC
BRICK AND SPOON
% BRITNI THOMPSON MBR
9505 TRELOAR CT
MOBILE, AL 36695

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-0653412. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065

03/15/2025

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.



2024
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

BRICK & SPOON MOBILE LLC
3662 AIRPORT BLVD STE A
MOBILE, AL 36608

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012118212	04/1/2024	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 722511

STATE OF ALABAMA
DEPARTMENT OF REVENUE
Derrick Coleman
Deputy Commissioner

ALABAMA DEPARTMENT OF REVENUE
SALES AND USE TAX
P.O. BOX 327710
MONTGOMERY, AL 36132-7710

RETURN SERVICE REQUESTED

L0738487008

BRICK & SPOON MOBILE LLC
2045 TBEI QAD CT



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535 or this should be included on your deed and/or lease paperwork

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by Brick and Spoon Mobile, LLC

Who has applied for an ALABAMA ALCOHOLIC BEVERAGE LICENSE at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public that an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 4th day of April 20 23

Notary Printed Name

TERESA McKinney

Notary Signature

Teresa McKinney

My (Notary) Commission Expires

11-16-27

Notary Stamp



Owner of Property (Print Name)

Springdale Stores, Inc.

Robert S. Frost

Owner of Property (Signature)

225 Springhill Memorial Dr

Street Address

Mobile, AL 36693

City, State, Zip

4/4/24

Date Agreement Signed

Applicant Name (Print Name)

Britni Thompson

Applicant Name (Signature)

Britni Thompson

Street Address

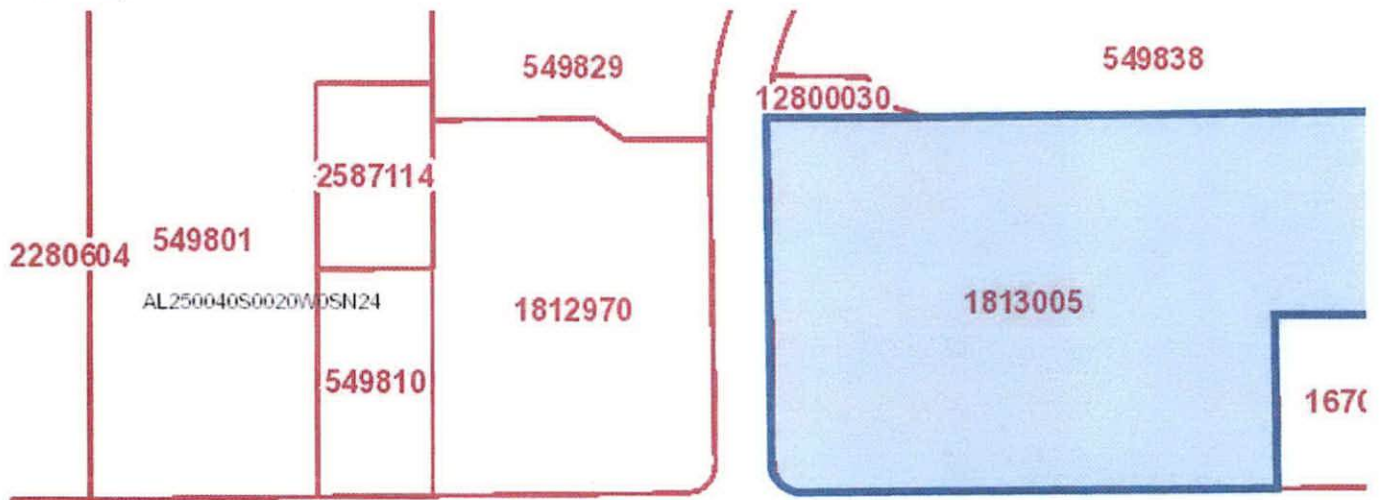
4/5/24

| Application Property Ownership

Mobile County Property Search

Key Number: 1813005 For Year 2023

Map



Property Details

Account

Key Number: 1813005

Legal Description: PART OF LOT 4 YESTER OAKS SHOPPING CENTER SUBDIVISION MBK 130/15 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4 THEN RUN SOUTH 186.59 FT THEN WEST 150 FT THEN SOUTH 150 FT THEN WEST 442.5 FT THEN ALONG A CURVE TO THE RIGHT 107.47 FT THEN NORTH 300 FT(S) THEN EAST 610.14 FT TO THE POINT OF BEGINNING.

Parcel Number: 2806243000100001

Type: Real

Property Class: 2

Location

Address: 3662 AIRPORT BLVD MOBILE, AL 36608

Owner

Name: SPRINGDALE STORES INC

Mailing Address: PO BOX 16126
MOBILE , AL 36616-0126

My Place

Information for address:
3662 AIRPORT BLVD

- **Parcel Information:**

Key / ID:

[01813005 / R022806243000100.001](#)

Owner:

Springdale Stores Inc
Po Box 16126

Mobile, AL 36616

Subdivision:

Yester Oaks Shopping Center Subdivision

- **Jurisdiction:**

[City of Mobile](#)

- **Neighborhood Renewal District:**

- **Revenue District:**

5

- **Township/Range/Section:**

4s2w24

- **Tract Census 2010:**

003301

- **Zipcode:**

Mobile

•

Historic District:

N/A

•

XY Location(NAD83 State Plane AL West 102 Ft):

X: 1769486.873

Y: 246792.409

•

Zoning:

[Check zoning on Planning & Zoning](#)

Services:

- **Fire District:**

Fire Station 22 Tapia

- **Garbage Pickup Day:**

Tuesday-West - Route A

- **Police Precinct / Beat:**

Precinct - 4 / Beat - 40a

- **Trash Pickup Day/ Unit:**

Wednesday North - biweekly / Td-4

•

Community Action Group:

N/A



Political:

- **City Council District:**

[5 - Joel Daves](#)

- **County Commissioner District:** [2](#)

- **State House District:** [101](#)

- **State Senate District:** [34](#)

School:

- **Elementary School District:**

[Austin](#)

- **High School District:**

[Murphy](#)

- **Middle School District:**

[Scarborough](#)

- **School Board District:** [2](#)

Flooding Information:

•

Flood Zone:

[Check flood zone on City Map](#)

Disclaimer: This document is not a legal document. The information and map shown on this document was compiled from various sources and subject to constant revision. This document/map should not be used to determine the relationship of various facilities to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only.

SHOPPING CENTER LEASE

STATE OF ALABAMA
COUNTY OF MOBILE

THIS INDENTURE OF LEASE made on the 11 day of January, 2024 by and between SPRINGDALE STORES, INC., of P. O. Box 16126, Mobile, Alabama 36616, herein called "Lessor", and Brick and Spoon Mobile, LLC of , herein called "Lessee".

WITNESSETH: ARTICLE I DESCRIPTION

LEASED PREMISES

(1.01) In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Lessee to be observed and performed, the Lessor demises and leases to the Lessee, and Lessee rents from Lessor, those certain premises now located in the Yester Oaks Shopping Center (herein called "Shopping Center"), with a street address of 3662-A Airport Boulevard in the City of Mobile, County of Mobile, State of Alabama, herein called the "Leased Premises", and containing approximately 5,300 square feet, together with the right in common with others to use, subject to the terms and conditions hereinafter contained, the automobile parking areas, driveways, footways, service roads and other common facilities as from time to time may be designated by Lessor, for a term, commencing and ending as hereinafter provided.

ARTICLE II CONDUCT OF BUSINESS BY LESSEE

USE OF PREMISES

(2.01) Lessee shall use the leased premises solely for the purpose of conducting the business of a Brick & Spoon restaurant, and for no other use or purpose whatsoever. Lessee agrees to conduct its business in good faith and in a reputable manner. Nothing in this Lease shall restrict or limit or be deemed to restrict or limit the conduct by any party, including, but not limited to, the Lessor, in any manner, of one or more retail businesses in the Shopping Center, whether or not in competition with the business of the Lessee. Notwithstanding anything contained herein to the contrary, Lessee shall not sell, rent or exhibit any pornographic materials.

OPERATION OF BUSINESS

(2.02) Lessee will occupy the demised premises promptly upon commencement of the term and thereafter will continuously conduct for the entire term of this lease as herein provided in the demised premises the business as above stated. Lessee agrees to light the display windows and canopy sign of the demised premises as required by the Lessor. Lessee covenants that during the term of this lease, or any extension thereof, Lessee will not individually or as a member of any corporation, partnership or joint venture, conduct, operate or participate in any business competitive to the business of the Lessee as herein defined in a radius of two miles from any point of the property demised herein.

OPERATING CONDITIONS

(2.03) It is specifically understood and agreed that Lessor makes no representation as to when any other tenant or tenants in the Shopping Center will be open for business and no obligation herein of Lessee, whether to open or operate its business, pay the rental or other charges as herein provided, or otherwise perform its obligations hereunder, shall in any way be affected or diminished to any extent by the failure or refusal of any other tenant for any reason to open or operate or continue to maintain its business at its location in the Shopping Center.

ARTICLE III TERM

LENGTH OF TERM

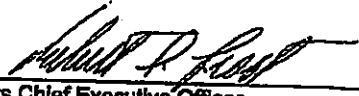
(3.01) The term of this lease shall be for approximately five (5) years, two (2) months following the commencement of the term as provided in Section 3.02 hereof:

COMMENCEMENT OF TERM

(3.02) The term of this lease shall commence on the date of this lease.

IN WITNESS WHEREOF, the said Lessor and the said Lessee, all with full authority, have hereunto caused this Lease Agreement to be properly executed and set their respective hands and seals all on the day and year hereinabove set forth.

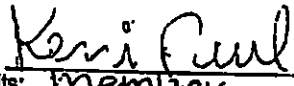
SPRINGDALE STORES, INC., LESSOR

BY: 
As Its Chief Executive Officer

ATTEST:

BY: 
As Its Vice President

BRICK AND SPOON MOBILE, LLC LESSEE

BY: 
As Its: member

By: 
As Its: member



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

BRICK AND SPOON MOBILE LLC

Trade Name (DBA)

BRICK AND SPOON

Location Address

3662 AIRPORT BLVD UNIT A

Application Number

2024 - 5640

Notice Post Date @ Location

04/15/2024

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

April 23, 2024

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office


Applicant/POA Signature

R Shawn Skinner
Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

<u>Business Structure</u> ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		<u>Application Type</u> ☒ New Business ☐ New Owner ☐ Location Change		<u>Transfer - License?</u> ☒ No ☐ Yes <u>Relocation Date</u>		<u>Description/Type</u> ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☒ Restaurant ☐ Other	
<u>License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply</u> ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☒ 020 - Restaurant Retail Liquor ☒ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☒ 060 Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
<u>Legal Business Name</u> Brick and Spoon Mobile, LLC				<u>Trade Name (DBA)</u> Brick and Spoon			
<u>Company Physical Address (Street Address, Suite #)</u> 3662A airport Blvd UNIT 1A				<u>City</u> mobile	<u>State</u> AL	<u>Zip Code</u> 36608	
<u>Business Contact Person Information</u>							
<u>Name</u> Britni Thompson		<u>Title</u> partner		<u>Phone</u>		<u>Email</u> BrickandSpoonMobile@gmail.com	
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
<u>Building Sq Footage</u> 5300	<u>Parking Provided</u> 18+	<u>Parking Required</u> 18	<u>Compliance</u> ☒	<u>Zoning</u> B-3	<u>Approved</u> ☒		
<u>Comments</u> EXISTING RESTAURANT							
<u>Print Name</u> CALDWELL C. WHISTLER		<u>Signature</u> Caldwell C. Whistler			<u>Date</u> 4.8.2024		

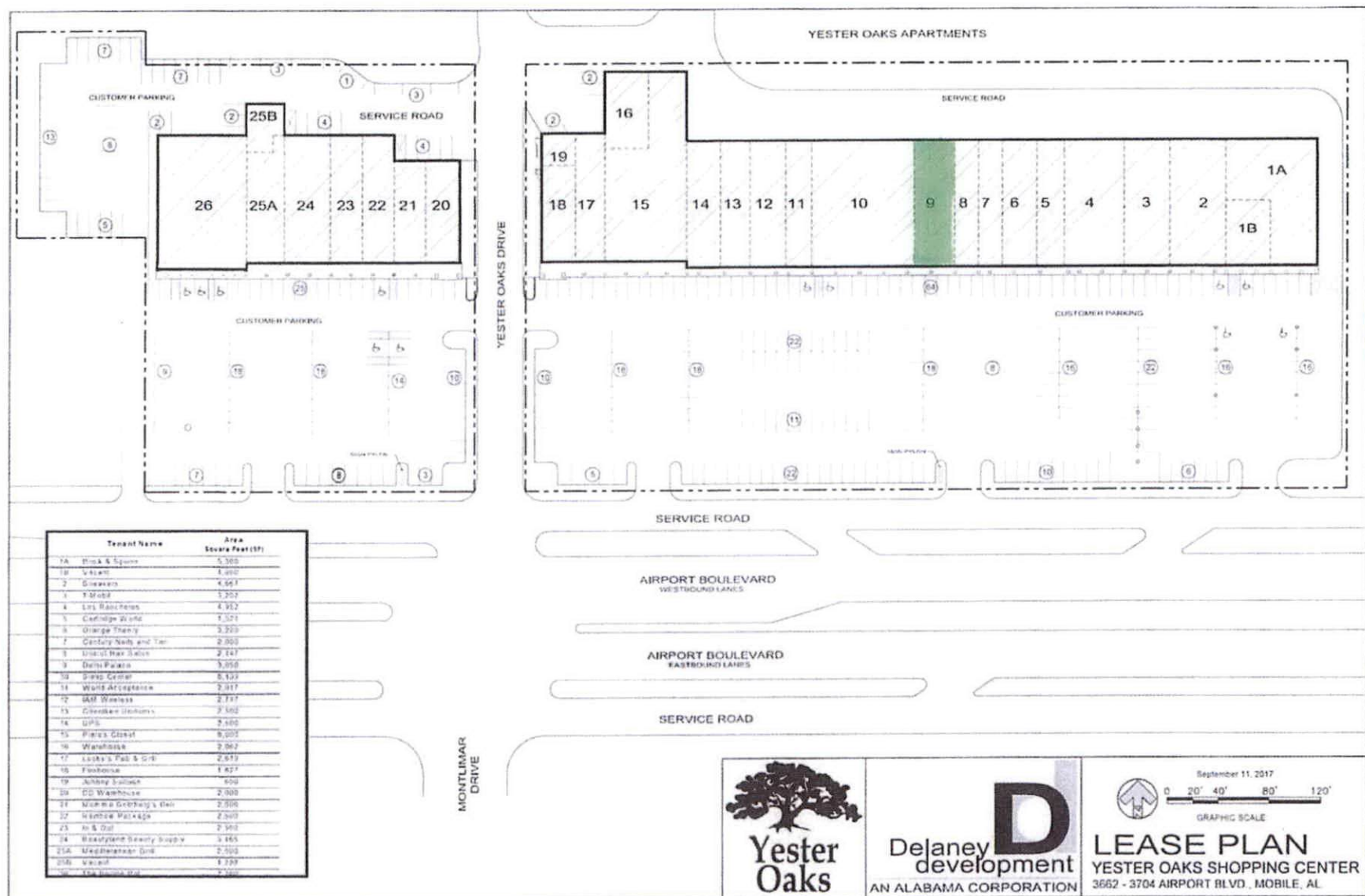
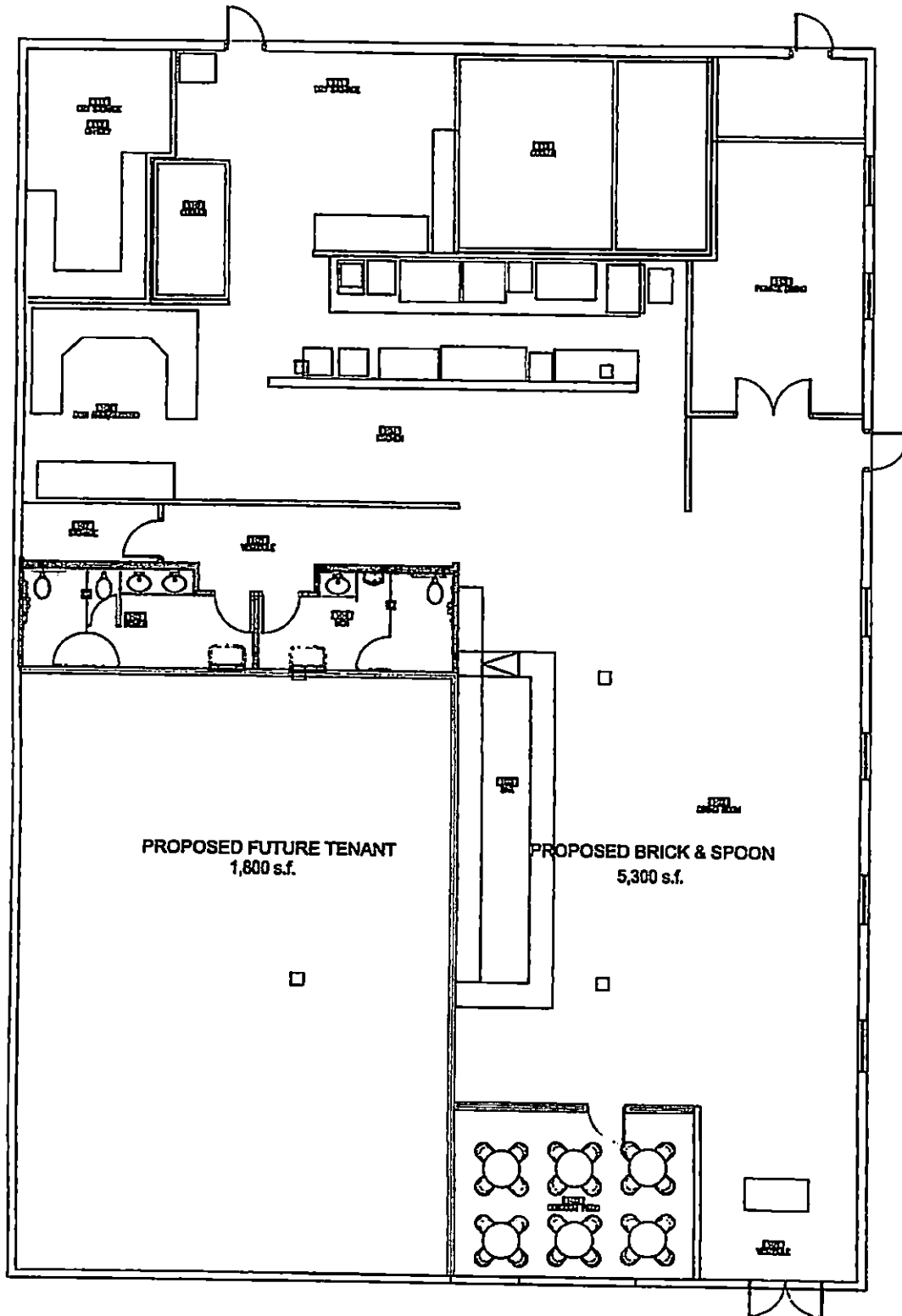


Exhibit B.2





Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER

ZC-127181-2024

Issue Date: 01/31/2024

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022806243000100.001.	3662 Airport Blvd B	B

Business Name	Issued To	Zoning Districts
Brick & Spoon	Name: Britni Thompson Company: Address: 3662 Airport Blvd B Mobile, AL 36608 Phone: (251) 269-0617	B-3

This Zoning Classification Allows the property to be used for:

Brunch Restaurant

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION.

THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirement Zoning Ordinance, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Payton Rogers

City of Mobile, PO Box, 1827 Mobile, AL 36633-1827

Telephone: 251.208.5895

Fax: 251.208.5896



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
4/18/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/18/2024 - 8:37
AM

R E S O L U T I O N

Sponsored by: Councilmember Josh Woods

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application: Lounge Retail Liquor Class I License
Submitted by: Liquor Plaza, LLC
Location: Liquor Plaza
6001 Grelot Road
Mobile, AL 36609

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/12/2024	NEW APPLICATION	2024 - 5648	128743	6	April 23, 2024

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

Legal Business Name

LIQUOR PLAZA LLC

Trade Name (DBA)

LIQUOR PLAZA

Location Address

6001 GRELOT ROAD

City, State, Zip Code

MOBILE AL 36609

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature _____

Date _____



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
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DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/12/2024	NEW APPLICATION	2024 - 5648	128743	6	April 23, 2024

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

Legal Business Name

LIQUOR PLAZA LLC

Trade Name (DBA)

LIQUOR PLAZA

Location Address

6001 GRELOT ROAD

City, State, Zip Code

MOBILE AL 36609

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pfaffenbach-Gauthier

From: Logan Anderson *L. Logan Anderson*
Principal Planner

Date: April 15, 2024

Re: Application # 5648 / 6001 Grelot Rd.

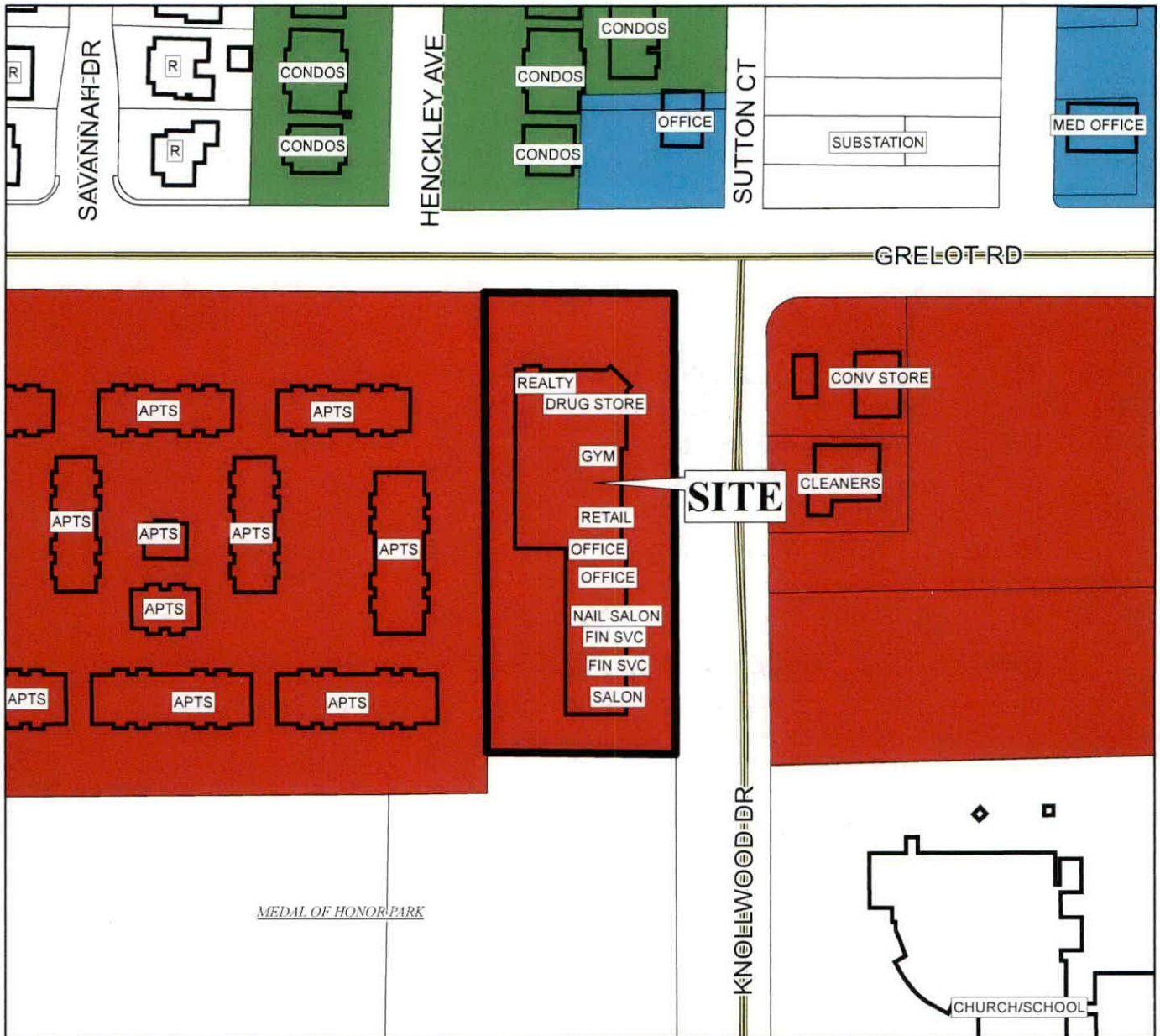
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that a package store with retail liquor sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 6, Josh Woods (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5648 DATE 4/23/2024
 APPLICANT LIQUOR PLAZA LLC
 LOCATION 6001 GRELOT RD
 REQUEST ALCOHOLIC BEVERAGE LICENSE



LANDUSE SURVEY
CONDUCTED 2010

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/12/2024	NEW APPLICATION	2024 - 5648	128743	6	April 23, 2024

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

Legal Business Name

LIQUOR PLAZA LLC

Trade Name (DBA)

LIQUOR PLAZA

Location Address

6001 GRELOT ROAD

City, State, Zip Code

MOBILE AL 36609

Contact Person Information				
Name	Title	POA	Phone	Email
WAI C FUNG	MEMBER	NO	.	LIQUORPLAZALLC@HOTMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? N/A

What is/was the start date of this business? 05/01/2024

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 04/12/2024	Application Type NEW APPLICATION	Application Number 2024 - 5648	License Account # 128743	Council District 6	Council Agenda Date April 23, 2024
License Type Applied for with Alabama ABC Board 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name LIQUOR PLAZA LLC			Trade Name (DBA) LIQUOR PLAZA		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 02/07/2024	SOS Entity ID 001-120-016	State AL	County MOBILE
Federal Tax ID (FEIN) 99-1198584	Alabama State Sales Tax ID R012017518	Business Phone Number (251) 406-0555			
Physical Address (Street Address, Suite #) 6001 GRELOT ROAD		City MOBILE	State AL	Zip Code 36609	
Mailing Address (Street Address, Suite #, PO Box)		City MOBILE	State AL	Zip Code	
Primary Business Activity at the Location Explain (other) LIQUOR/PACKAGE STORE		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name WAI C FUNG	Title MEMBER	POA NO	Phone	Email LIQUORPLAZALLC@HOTMAIL.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A		Trade Name (DBA)			
ABC License Type		License Number		Any ABC Pending Actions	
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name JOHN & MARTHA REEVES			Property Owner Phone Number		Property Owner Email REEVESRENTALS@GMAIL.COM
Property Owner Mailing Address (Street Address, Suite #, PO Box)			City MOBILE	State AL	Zip Code 36609
Bldg Square Footage 3,800	Bldg Seating Capacity 0	Restroom Facilities YES	Patio Area NO	Structure Type SHOPPING CENTER	License Covers PARTIAL - ATTACHED
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? NO Will the business be operated primarily as a package store? YES					

ABC Application 1

Applicant/POA Initials FWC

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person	
Full Name (Last, First, Middle)		Title		Driver's License (State, Number)	
FUNG, WAI CHING		MEMBER			
Home Address (Street Address, Apt/Unit #)		City		State	Zip Code
		MOBILE			
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
YES	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
	JM LIQUOR LLC	JM LIQUOR	4701 AIRPORT BLVD STE 260 MOBILE 36608		
Full Name (Last, First, Middle)		Title		Driver's License (State, Number)	
N/A					
Home Address (Street Address, Apt/Unit #)		City		State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
Full Name (Last, First, Middle)		Title	Date of Birth	Driver's License (State, Number)	
N/A					
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	Phone Number
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO					
Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO					
Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES					

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

FWC

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

FWC

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

FWC

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

FWC

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

FWC

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

FWC

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

FWC

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name

Date of Application Signature

Wai Fung

4-12-24

Owner/Applicant/POA Signature

Title of Person Signing this Application

[Signature]

Owner

Sworn to and subscribed before me this **12** day of **April** 20 **24**

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19, 2025



CITY OF MOBILE
REVENUE DEPARTMENT

April 12, 2024



LIQUOR PLAZA
6001 GRELOT ROAD
MOBILE, AL 36609 USA
ACCOUNT NUMBER: 128743 TERRITORY 6

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1778451	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT
PO BOX 3065
MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

04/12/2024 01:18PM SAVALIA G
039661-0009

BUSINESS LICENSE

LIQUOR PLAZA LLC

128743

2024 Item: 1778451

ALCOHOL APPLICATION

FEE \$50.00

\$50.00

Subtotal \$50.00

TP CC FEE \$2.50

Total \$52.50

REVENUE CC \$52.50

MasterCard *****3437

Ref=4a9acc9e-1539-4c43-9008-321d70871157

Auth=04584Q

Change due \$0.00

Paid by: LIQUOR PLAZA LLC - WAI C FUNG



Comments: ABC APP FEE

Thank you for your payment

CUSTOMER COPY

This confirms that you have authorized
Tyler Technologies to collect a service
fee to complete this transaction. If
you have any questions regarding this
fee, contact Tyler Technologies'
customer service department at
TPCustomerService@TylerTech.com for
assistance.

Tyler Technologies, Inc



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240405084403676

Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) State: \$300.00 County: \$300.00

Type License:

State: County:

Trade Name: **LIQUOR PLAZA**

Filing Fee: \$50.00

Applicant: **LIQUOR PLAZA LLC**

Transfer Fee:

Location Address: 6001 GRELOT RD MOBILE, AL 36609

Mailing Address:

County: **MOBILE**

Tobacco sales: **YES**

Tobacco Vending Machines: 0

Product Type: 03

Type Ownership: **LLC**

Book, Page, or Document info: 001-120-016

Do you sell Draft Beer?:

Date Incorporated: 02/07/2024 State incorporated: **AL**

County Incorporated: **MOBILE**

Date of Authority: 02/07/2024

Federal Tax ID: 99-1198584

Alabama State Sales Tax ID: R012017518

Name:

Title:

Date and Place of Birth:

Residence Address:

WAI CHING FUNG

MEMBER

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? **YES**

Does ABC have any actions pending against the current licensee? **NO**

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? **NO**

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? **NO**

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? **YES**

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? **NO**

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? **NO**

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? **NO**

Contact Person: **KIM NG**

Business Phone: 251-406-9978

Fax:

Home Phone: 251-406-9978

Cell Phone: 251-406-9978

E-mail: **JESSIEPHONE@HOTMAIL.COM**

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240405084403676

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **JOHN AND MARTHA REEVES 251-661-4925**
What is lessors primary business? **RENTAL PROPERTY**
Is lessor involved in any way with the alcoholic beverage business? **NO**
Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **NO**
Is the business used to habitually and principally provide food to the public? **NO**
Does the establishment have restroom facilities? **YES**
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **NO**

Will the business be operated primarily as a package store? **YES**
Building Dimensions Square Footage: **3800** Display Square Footage: **2000**
Building seating capacity: **0** Does Licensed premises include a patio area? **NO**
License Structure: **SHOPPING CENTER** License covers: **OTHER**
Number of licenses in the vicinity: **1** Nearest: **1**
Nearest school: Nearest church: Nearest residence: **1 blocks**
Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **NO**

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240405084403676

Initial each

FWC
FWC

FWC

XX

XX

XX

FWC

FWC

FWC

Signature page

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): **Wai Fung**

Signature of Applicant:

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240405084403676

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

License Covers: 6001 GRELOT RD MOBILE AL 36609



ALABAMA LAW ENFORCEMENT AGENCY
RECORDS AND IDENTIFICATION DIVISION

301 S. RIPLEY STREET / P.O. BOX 1511 / MONTGOMERY, AL 36102
PHONE 334.676.6000 / ALEA.GOV

KAY IVEY
GOVERNOR
HAL TAYLOR
SECRETARY

December 18th, 2023

Dear Ms. Fung

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-7700 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX

TCN:-----

NAME:FUNG,WAT CHING

SOC:-----

ABI RESULT:IDENT

SII-----52

12-18-2023 13:01 ALEA0049

*ATN/TC'-----

*OPR/AFIS

*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL03052552

*-CIVIL APPLICANT RESPONSE- REPORT DATE: 12-18-2023

*NAME STATE ID NO. FBI ID NO.

*FUNG,WAI

*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB

*F A 502 100 BRO BLK HK

*SOCIAL SECURITY SCARS-MARKS-TATTOOS

*ALIAS NAMES

* FUNG,WAI CHING

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION

*

*LAST PAGE ON SID

SEQ # 688 MRI 4-----

CERTIFIED COPY
OF ALEA DOCUMENT

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

LIQUOR PLAZA LLC

2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.

3. The name of the registered agent (only one agent): WAI FUNG

Street (**no PO Boxes**) address of registered office (**must be located in Alabama**):

6001 GRELOT RD MOBILE, AL 36609

***COUNTY** of above address: MOBILE

Mailing address **in Alabama** of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-120-016	DLL
Date	02/07/2024
Time	10:01:00
File	\$100.00
County	\$100.00

Total	\$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check **only** if the type applies to the Limited Liability Company being formed:

☐ Series LLC complying with Title 10A, Chapter 5A, Article 11

☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8

☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 2 / 7 / 2024 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 10 : 1 ☒ AM or ☐ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

2 / 7 / 2024
Date (MM/DD/YYYY)

WAI FUNG

Signature as required by 10A-5A-2.04

ORGANIZER

Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Additional Details

Organizers

Organizer	Street Address	Mailing Address
WAI FUNG	6001 GRELOT RD MOBILE, AL 36609	6001 GRELOT RD MOBILE, AL 36609

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

LIQUOR PLAZA LLC

This name reservation is for the exclusive use of WAI FUNG, 6001 GRELOT
ROAD, MOBILE, AL 36609 for a period of one year beginning February 07, 2024
and expiring February 07, 2025



RES138471

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

February 07, 2024

Date

A handwritten signature in black ink, appearing to read 'Wes Allen', is written over a horizontal line.

Wes Allen

Secretary of State

Date of this notice: 02-07-2024

Employer Identification Number:
99-1198584

Form: SS-4

Number of this notice: CP 575 A

LIQUOR PLAZA LLC
WAI FUNG SOLE MBR
C/O 112 BOWERY 1FL-AL
NEW YORK, NY 10013

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-1198584. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	07/31/2024
Form 940	01/31/2025

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is LIQU. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

575A

02-07-2024 LIQU B 999999999 SS-4

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

999999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 02-07-2024
EMPLOYER IDENTIFICATION NUMBER: 99-1198584
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

LIQUOR PLAZA LLC
WAI FUNG SOLE MBR
C/O 112 BOWERY 1FL-AL
NEW YORK, NY 10013



2024
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

LIQUOR PLAZA LLC
6001 GRELOT RD
MOBILE, AL 36609-3609

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012017518	05/1/2024	12/31/2024

**TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW**

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

NAICS CODE: 445320

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Janet H. Scarborough
Deputy Commissioner



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by

LIQUOR PLAZA LLC

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public that an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 9th day of April 20 24

Notary Printed Name <u>Heather Callaghan</u>	Notary Signature <u>Heather Callaghan</u>	My (Notary) Commission Expires <u>05/12/27</u>
---	--	---

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

HEATHER CALLAGHAN
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 05/12/27

JOHN & MARTHA REEVES

Wai Fung

Owner of Property (Signature)

Applicant Name (Signature)

Street Address

Street Address

City, State, Zip

City, State, Zip

Date Agreement Signed

Date Agreement Signed

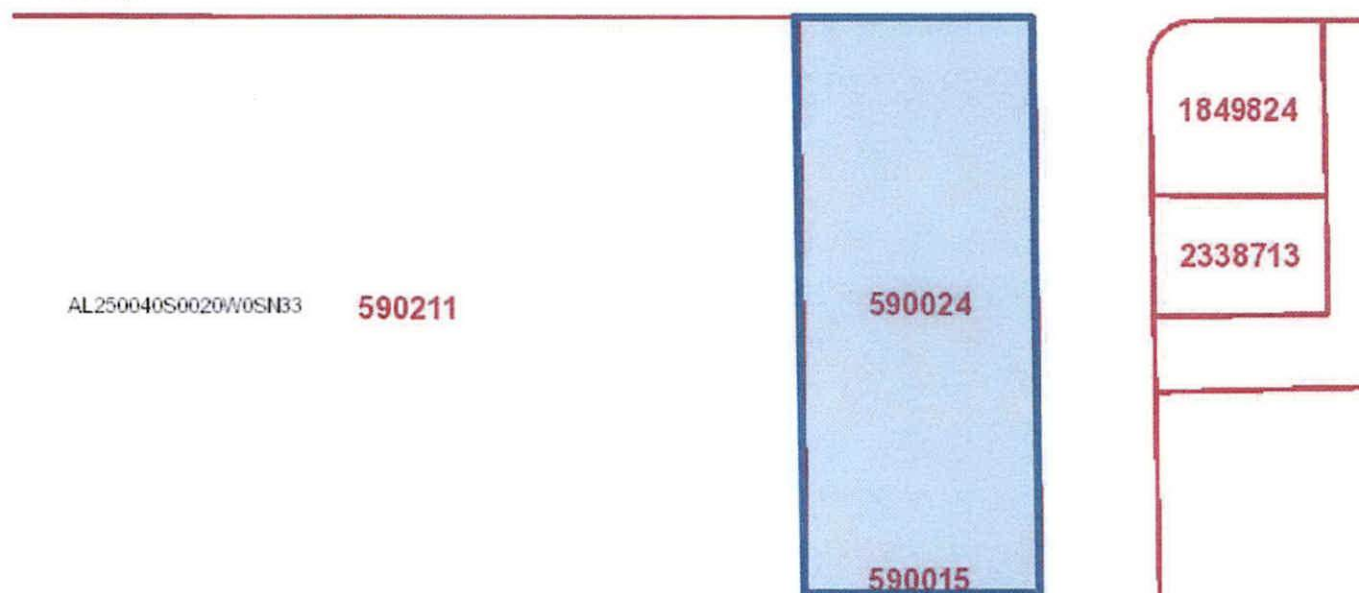
April 9, 2024

4/9/24

Mobile County Property Search

Key Number: 590024 For Year 2023

 Map



Property Details

Account

Key Number:	590024
Legal Description:	BEG AT SW COR GRELOT RD & KNOLLWOOD DR TH RUN W 200 FT TH RUN S 485 FT TH RUN E 200 FT TH RUN N 485 FT TO POB #SEC 33 T4S R2W #MP28 08 33 1 000
Parcel Number:	280833100007401X
Type:	Real
Property Class:	2

Location

Address: 6001 GRELOT RD MO

Owner

Name: REEVES JOHN T & MARTHA J REEVES

Mailing Address: 6108 MACARTHUR PLACE CT S

MOBILE , AL 36609

Exemptions: For privacy reasons not all exemptions are shown online.

My Place

Information for address:
6001 GRELOT RD

- **Parcel Information:**

Key / ID:

[00590024 / R022808331000074.01](#)

Owner:

Reeves John T & Martha J Reeves
6108 Macarthur Place Ct S

Mobile, AL 36609

Subdivision:

None

- **Jurisdiction:**

[City of Mobile](#)

- **Neighborhood Renewal District:**

- **Revenue District:**

6

- **Township/Range/Section:**

4s2w33

- **Tract Census 2010:**

003706

- **Zipcode:**

Mobile

•

Historic District:

N/A

•

XY Location(NAD83 State Plane AL West 102 Ft):

X: 1754106.646

Y: 240988.513

•

Zoning:

[Check zoning on Planning & Zoning](#)

Services:

- **Fire District:**

Fire Station 6 Edwards

- **Garbage Pickup Day:**

Thursday-West - Route D

- **Police Precinct / Beat:**

Precinct - 4 / Beat - 43a

- **Trash Pickup Day/ Unit:**

Friday South - biweekly / Td-3

•

Community Action Group:

N/A



Political:

- **City Council District:**

[6 - Josh Woods](#)

- **County Commissioner District:** [2](#)

- **State House District:** [101](#)

- **State Senate District:** [35](#)

School:

- **Elementary School District:**

[Dodge](#)

- **High School District:**

[Murphy](#)

- **Middle School District:**

[Burns](#)

- **School Board District:** [2](#)

Flooding Information:

•

Flood Zone:

[Check flood zone on City Map](#)

Disclaimer: This document is not a legal document. The information and map shown on this document was compiled from various sources and subject to constant revision. This document/map should not be used to determine the relationship of various facilities to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only.

STATE OF ALABAMA
COUNTY OF MOBILE

COMMERCIAL LEASE

THIS LEASE is made this 7th day of April, 2021, by and between

John W. North & Sons of Mobile, Alabama

(Lessor) and Robert P. H. H.

of Mobile, Alabama

(Lessee) The Agent for Lessor is Robert P. H. H.

(Agent)

WITNESSETH That the Lessor does hereby demise and let unto the Lessee the following described real property in
Mobile, Alabama, to wit, together with improvements thereon ("Premises")

1. DESCRIPTION

with Parcel R2 Mobile, AL state
Approx 3800 sq ft

2. TERM

for continuous use and occupancy by the Lessee as Lessee
and for no other different use or purpose, for and during the term of
beginning on the 7th day of April, 2021, and ending on the 31st day of March, 2027.
IN CONSIDERATION WHEREOF, the Lessee promises and agrees to pay the Lessor, or Agent, at the Office of
Agent, as fixed minimum rent for the Premises for the whole term hereunder, the sum of One Hundred Twenty Dollars
(\$ 120.00) Dollars, which said sum is payable in the amount
and manner, and for the rental period, hereinafter set forth.

THIS LEASE IS MADE UPON THE FOLLOWING TERMS, CONDITIONS AND COVENANTS.

3. SECURITY

Lessee has deposited with Lessor the sum of One Hundred Twenty Dollars
(\$ 120.00) as security for the faithful performance and observance by Lessee of the terms,
provisions and conditions of this lease. It is agreed that in the event Lessee defaults in respect of any of the terms,
provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Lessor may
use, apply or retain the whole or any part of the security so deposited to the extent required for the payment thereof or for
payment of any other sums which Lessor may be required to expend by reason of Lessee's default including, but not
limited to, any damages or deficiency in the re-letting of the Premises, whether such damages or deficiency accrued
before or after summary proceeding or other remedy by Lessor. In the event that Lessee shall fully and faithfully comply
with all the terms, provisions, covenants and conditions of this lease, the security shall be returned to Lessee without
interest, after the expiration of the lease and delivery of entire possession of the Premises to Lessor.

4. LATE CHARGE

In addition to all other payments provided for in this lease, Lessee shall be assessed with and shall pay a late charge
of \$ 10.00 for each rental installment which is delinquent for ten (10) days or more.

5. POSSESSION

The Lessor covenants that the Lessee on paying the fixed minimum rent, and additional rent reserved, if any ("rent") and
performing all the covenants and agreements herein contained shall peaceably and quietly have, hold and enjoy the
Premises. However, the Lessor shall not be liable for the failure or inability of the Lessee to obtain possession of the
Premises provided the Lessor shall exercise due diligence to place the Lessee in possession.

6. AGENCY AND COMMISSIONS

In consideration of Agent's services in negotiating this Lease, Lessor agrees to pay Agent, a commission of
10% of the gross rents and additional rents payable during the term of this lease and any
extensions, renegotiations, or renewals thereof, said commission to be paid as and when rents are paid by Lessee
and, regardless of where, when or by whom said rents may actually be collected. Agent is hereby authorized to collect all
rental due hereunder and to withhold therefrom, before remitting to Lessor, the amount due Agent as such commis-
sion.
In the event the Premises are sold to Lessee by Lessor, taken by condemnation, or if Lessor permits Lessee
to cancel this Lease, the balance of commission, calculated for the remainder of the term, as then extended, shall
become immediately due and payable by the Lessor, or in the alternative, Agent may demand and receive a commission
on the sales price of Lessor's sale to Lessee in a minimum amount equal to the percentage provided for rental
commission in the preceding paragraph. If but a part of the Premises are taken by condemnation and the Lessee
continues to pay rental on the remainder, the commission payable based on such award will be calculated on a pro-rata
basis with the balance of commissions to be paid out of the continuing rentals paid by Lessee on the remainder.
Obligations of the Lessor hereunder shall be binding upon the Lessor, the Lessor's personal representatives, heirs,
successors, assigns and/or grantees in title of the Premises, and the same shall be a charge upon the land, tenements
and hereditaments thereof.

7. ALTERATIONS

Lessee will make no alterations in or to the Premises and will not permit any part of the improvements thereon without the
written consent of the Lessor or Agent, except as otherwise herein provided, and in no event shall Lessee paint sprinkler
heads, if sprinkler system exists on the Premises.

8. ADDITIONAL LESSEE'S DUTIES

Lessee will replace all plate and other glass, if and when broken, and will replace all keys lost or broken, keep the roof,
gutters and downspouts clean, and will pay all bills for sewer, water, light and gas used on the Premises, and will keep
the interior of the Premises, together with all electrical, plumbing (above or below the ground), elevators, heating, air
conditioning, sprinkler systems, and other mechanical installations and/or systems therein, and interior ceilings, in
good order and condition, and will promptly repair all damage suffered as a result of freezing, stoppage or from
Lessee's neglect. Should Lessee fail to do or undertake the replacement, maintenance and repair of the items and
things herein required of Lessee, the Lessor may do and undertake the same, after two days' written notice, and the
Lessee will pay the Lessor the costs and expenses thereof, together with interest hereon at the highest legal rate, not
to exceed 15% per annum, upon demand, and any sum thus due from Lessee to Lessor by virtue hereof shall be
secured as additional rent under the terms of this lease.
Lessee shall maintain the Premises including any adjacent parking lots and yard areas in a clean and neat
condition, keeping all windows and plate glass clean, storing all trash, garbage and rubbish in closed containers, or
dumpsters, providing for prompt and regular removal of same, and Lessee shall not otherwise dispose of or burn any
trash, garbage or rubbish on or about the Premises.

9. LESSOR RELEASED

Lessor shall not be liable for any losses or damage caused by, or growing out of, any breakage, leakage, getting out of
order or defective conditions of elevators, heating, air conditioning, other mechanical installations and/or systems,
electric wiring, pipes, or plumbing, or any of them, nor shall Lessor be liable for any damage to any property on the
Premises caused by, or growing out of, fire, rain, lightning, wind, high water, over-flow water, freezing or other causes.

Lessons will comply with time and in all respects with all laws and ordinances relating to mechanics, fire, health, safety and sanitation. It is to be the Prudent's goal the streets and highways bounding the same are concerned, and the Lessons will not by any act, or condition, hinder the latter bodies for any bounding thereof. Lessons will not contain any matter of the Prudent's, or person the same to be done, and will the good care of the Prudent at all times. If the Prudent, or any part thereof, consists of that free space, adjacent upon the street, or alley, the Lessons will keep the sidewalk and curb in good cleaned or repaired condition clean, and have numbers the lesser form of damages or others for damages for failure to do.

Lessee will not overheat the building, or its floor, roof, walls or alterations and shall be liable for all damages to the Premises or other consequences of overheating and Lessee assumes the further responsibility to determine the extent to which the Premises may be used without violating this provision.

shall separately and severally constitute a limited partner in Lesco's capital, the Lesco will have the right to the option of the Lesco Inc. (i) actual and beneficial use, and (ii) the right to the proceeds of the sale of the

[illegible]

All improvements and additions to the Premises shall remain to the Premiers, and become the property of the Lessee, with the exception of such additions as are usually classed as timber and iron fixtures. Said timber and iron fixtures are to remain the property of the Lessee, and may be removed by the Lessee upon the expiration of this lease. Provided that stumps, cuttings, and convenient sized saws and saw equipment with the Lessee and said Lessee remain to the Premiers to its special condition, subject to said saw and iron equipment.

[illegible][illegible]

The Lessee shall not display or erect, or cause to be printed on or affixed to, the Premises, any lettering, signs, advertisement, emblems, or other projections, designs, without the written consent of the Lessor that accept and contain, which cannot also not be unreasonably withheld. The Lessee's request therefor shall be in writing and shall contain such information as to the proposed lettering, and/or signs as the Lessor may reasonably require.

At the expiration of the necessary month ended, Lessee shall surrender the Premises to the lessor certified of receipt, repair and equipment to the Premises less to the commitment of the lessor unless immediately repaired or improved to such extent, but the time of such repair or improvements to be not previous to expiration, improvements were not later and damage by immediate casualty excepted, and final transfer of keys to the Premises to Lessee to the place then used for payment of rent, and should Lessee of all conditions here, who not and such, if any, in the Premises, Lessee's obligation to observe or perform this covenant shall survive the expiration and termination of the term of this lease.

[illegible][illegible][illegible]

between the parties as of the date of this lease and the date of termination, respectively. In the event the assessment against the Premises cannot be separated from the assessment applicable to other property of the Lessee, Lessee shall pay a pro rata share determined by applying to the tax a fraction the numerator of which shall be the number of square feet of space in the Premises and the denominator of which shall be the total square footage of property included in the tax assessment of the Precinct Commissioner. The taxes and charges required herein to be paid by Lessee shall be considered as additional rent.

36. LESSEE TO REIMBURSE LESSOR INSURANCE: Lessee agrees to pay to Lessor the cost of all premiums for insurance coverage with all endorsements for any lease year with respect to the Premises. In the event premiums payable by Lessor include the common areas, buildings or stores other than the Premises then premiums shall be apportioned among the Premises and such other buildings and stores to the extent that Lessee shall pay a portion of such premiums. These amounts shall be considered as additional rent and Lessee shall pay all such amounts upon demand by Lessor, which demand shall be accompanied by a statement setting forth the basis of such payments due from Lessee.

36. ADJOINING PROPERTY: Lessor does not warrant any rights to light, view or air over adjoining property and any diminution or shading off of light, view or air by any structure which may exist or be erected adjacent to the Premises shall in no wise affect this lease, or impose any liability on Lessor.

37. SUCCESSORS IN INTEREST: Every provision hereof applicable to the Lessor and every provision hereof applicable to the Lessee shall also bind, apply to and run in favor of their respective successors in interest, heirs, or personal representatives as fully as if said words were inserted after the word "Lessor" and "Lessee" wherever they appear herein, except that this provision shall not permit the assignment of this lease, or subleasing of the Premises except on the conditions hereinafter required.

38. MORTGAGE: This lease shall at all times be subject and subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Premises, and to all advances made or hereafter to be made upon the security thereof. The Lessee binds and obligates itself to execute and deliver such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages at any time same may or shall be required by any mortgagee or proposed mortgagee or by the Lessor. It is further agreed and understood, however, that whether this lease is subordinate to any such mortgage, or not, the Lessee's absolute right to quiet enjoyment of the Premises shall be maintained so long as Lessee shall pay all rentals and perform all duties required of Lessee hereunder.

39. "LESSEE" DEFINED: The word "Lessee" includes the plural as well as the singular and if there be more than one Lessee, a breach of condition or default by any one shall at the Lessor's option, bind all of the Lessees equally under the terms of this lease. The term Lessee also includes natural persons, partnerships and corporations, other entities, or any combination thereof.

40. ARBITRATION: Wherever herein provision has been made for the abatement of rent or the equitable adjustment thereof in case of damage by fire or other causes, eminent domain or condemnation, it is agreed and understood that in the event the Lessor and the Lessee should fail to agree as to the amount of such adjustment or the duration of time that such adjustment shall apply, that the matter in dispute at the election of either party shall be arbitrated. In order to provide for arbitration, it is further agreed that the Lessor or Lessor's agent shall appoint one (1) arbitrator and the Lessee shall appoint another, and the two (2) arbitrators so appointed shall select a third, and the opinion of the majority of said arbitrators shall in all things be final and binding upon the parties hereto. Any costs incurred in securing arbitration shall be borne equally by and between Lessor and Lessee.

41. RIDERS: All riders attached hereto are by reference made a part hereof and any terms of conditions of such rider, in conflict or inconsistent with the printed lease, shall supersede and control.

42. CAPTIONS: The captions of this lease are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of the lease.

43. LIMITATION OF LIABILITY: Lessee agrees that there shall be absolutely no personal liability on the part of the Lessor or Agent with respect to any of the terms, covenants and conditions of this lease. Lessee shall look solely to the interest of the Lessor in the Premises for the satisfaction of each and every remedy of Lessee in the event of any breach of the Lessor, its successor and assigns, of any of the terms, covenants and conditions of this lease to be performed by the Lessor.

44. AUTHORITY TO EXECUTE: This lease contains the entire and only agreement between the parties concerning the Premises and no oral or written statements or representations, if any, of any party hereto or any representative of a party hereto, not contained in this instrument, shall have any force or effect. This lease shall not be modified in any way except by a writing executed by Lessor and Lessee, and no oral agreement or representations for rental shall be deemed to constitute a lease other than this agreement. This agreement shall not be binding until it shall have been executed by Lessee and Lessor.

45. ENVIRONMENTAL INFORMATION BY LESSEE: Lessee shall unconditionally indemnify, defend and hold Lessor harmless from and against all loss, liability, claims, actions, expenses, lawsuits, proceedings, demands, assessments, adjustments and costs (including specifically, but without limitation, reasonable attorneys and consultants fees and expenses of investigation) which solely arise from or are related to Lessor's use of the Premises and (1) the imposition or recording of a lien, the incurring of costs or required repairs, clean up or decontamination and removal under any Hazardous Materials Law with respect to the Premises or liability to any third party in connection with any violation of a Hazardous Materials Law by Lessee; (2) the presence on or under, or the discharge, emission, release or threatened release from the Premises into the environment arising from the installation, use, generation, manufacture, treatment, handling, refining, production, processing, storage, removal, clean up or disposal of any solid, hazardous material by Lessee at the Premises; (3) loss of value of the Premises as a result of any such lien, clean up, decontamination, loss, liability, damage, expense or claim or a failure or defect in title occasioned by the use of any such hazardous or toxic substance, pollutants, contaminants, or wastes after the commencement date of this lease; and (4) foreseeable and unforeseeable incidental and consequential damages related to the foregoing. Such indemnification shall survive the expiration or other termination of the term of this lease. Notwithstanding the foregoing, Lessee shall not be responsible for the condition of the Premises which existed prior to the date of the execution of this lease.

46. ASSIGNMENT/SUB LEASING: Each and every transfer or assignment of this lease by the Lessee or any interest therein, shall be null and void, unless the written consent of the Lessor be first obtained thereto, which consent shall not be unreasonably withheld. Any violation hereof is agreed and understood to constitute a substantial and material breach of condition of this lease, with all of the rights thereto pertaining as in the case of default for any other cause hereunder. In the event of any assignment/sublease for which consent is given as stipulated herein, Lessee agrees to designate Lessor as its exclusive agent in attempting to secure a suitable assignee or sublessee for the remainder of the term of the lease. Lessee further agrees to pay an assignment/subleasing fee in the amount of one month's rent as set forth herein for efforts on Lessee's behalf.

Both Lessor and Lessee acknowledge and confirm that except for the specific circumstances of assignment and sublease as provided in the preceding paragraph, Agent is solely the agent of Lessor and represents the interest of Lessor exclusively with respect to this lease. However, in the event of such assignment or sublease, both Lessor and Lessee consent that Agent may act as a limited consensual dual agent and receive compensation from both parties.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed THESE PRESENTS to wit: by affixing hereunto their respective hands and seals on the day and date first above set forth.

Heather Callaghan
Witness

Heather Callaghan
Witness
Heather Callaghan
Witness

[Signature] (SEAL)
Lessor
[Signature] (SEAL)
Lessor
LIQUOR PLAZA LLC (SEAL)
Lessor
[Signature] (SEAL)
Lessor
[Signature] (SEAL)
Agent

This form is intended for the use of the Real Estate Board of the State of New York in the preparation of the deed.



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

OII - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

Legal Business Name

LIQUOR PLAZA LLC

Trade Name (DBA)

LIQUOR PLAZA

Location Address

6001 GRELOT ROAD

Application Number

2024 - 5648

Notice Post Date @ Location

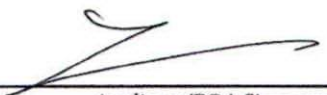
04/12/2024

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

April 23, 2024

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office


Applicant/POA Signature

R Shawn Skinner
Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

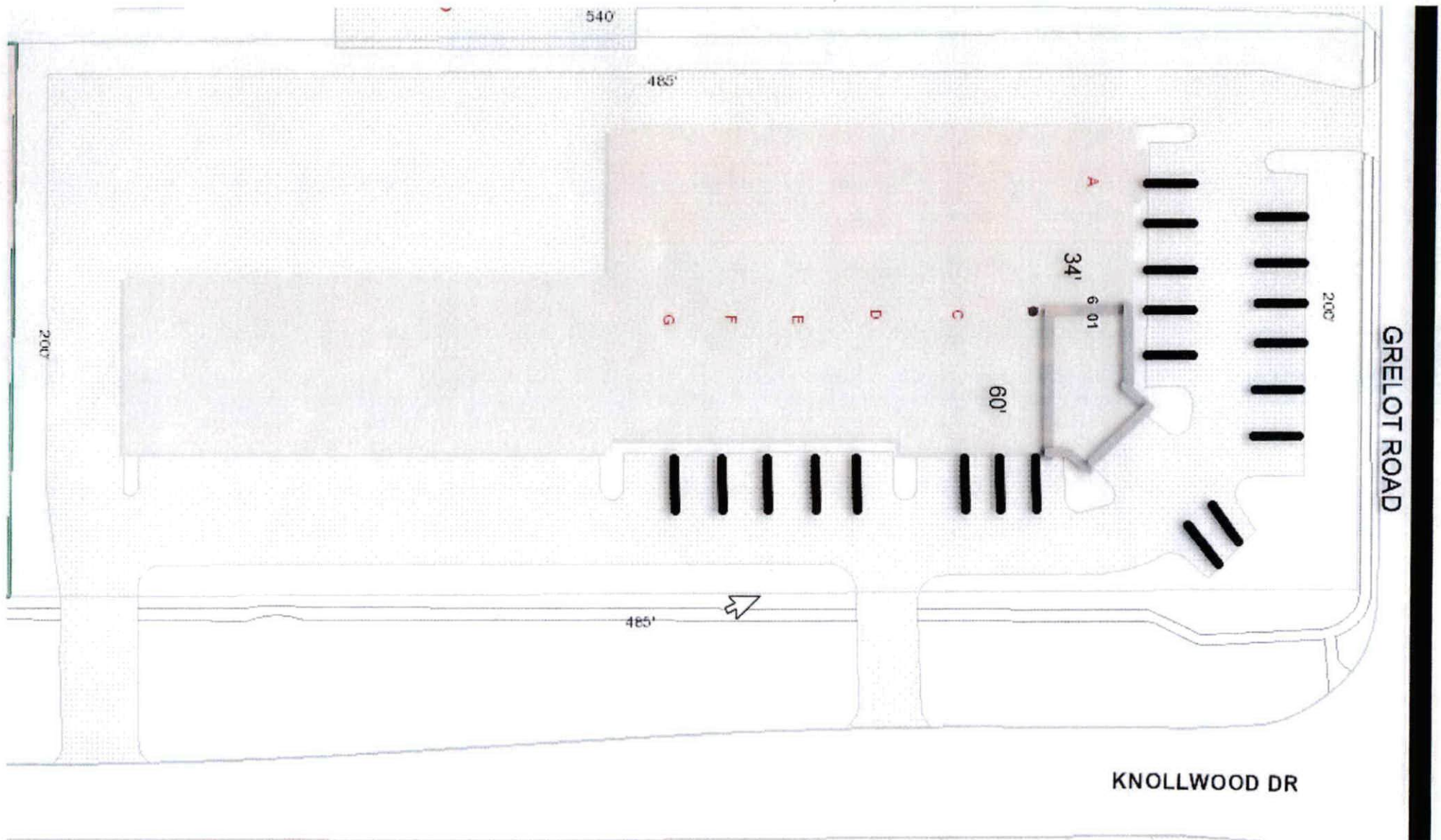


CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

<u>Business Structure</u> ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		<u>Application Type</u> ☒ New Business ☐ New Owner ☐ Location Change		<u>Transfer - License?</u> ☒ No ☐ Yes <u>Relocation Date</u>		<u>Description/Type</u> ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☒ Package Store ☐ Restaurant ☐ Other	
<u>License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply</u> ☐ 010 - Lounge Retail Liquor (Class I) ☒ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
<u>Legal Business Name</u> LIQUOR PLAZA LLC				<u>Trade Name (DBA)</u> LIQUOR PLAZA			
<u>Company Physical Address (Street Address, Suite #)</u> 6001 GRELOT ROAD				<u>City</u> MOBILE	<u>State</u> AL	<u>Zip Code</u> 36609	
<u>Business Contact Person Information</u>							
<u>Name</u> WAI FUNG		<u>Title</u> MEMBER		<u>Phone</u> ---		<u>Email</u> LIQUORPLAZALLC@HOTMAIL.COM	
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
<u>Building Sq Footage</u> 3800	<u>Parking Provided</u> 10+	<u>Parking Required</u> 10	<u>Compliance</u> Yes		<u>Zoning</u> B-3	<u>Approved</u> Yes	
<u>Comments</u>							
<u>Print Name</u> Payton Rogers		<u>Signature</u> 			<u>Date</u> 4/11/24		



City of Mobile Alcoholic Beverage License Application Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertng requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

LIQUOR PLAZA LLC dba **LIQUOR PLAZA**

has made application to the City Council of the City of Mobile for a

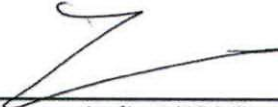
OII - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

for the premises located at **6001 GRELOT ROAD**, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am Tuesday

April 23, 2024

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant(s) shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.



Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
4/18/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/18/2024 - 8:38
AM

R E S O L U T I O N

Sponsored by: Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application: Special Events Retail Liquor License

Submitted by: Broman, LLC

Location: 2nd Annual LS Charitable Cornhole Tournament
6500 John Counts Road
Mobile, AL 36688

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/12/2024	NEW APPLICATION	2024 - 5650	999975	7	April 23, 2024

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

BROMAN LLC

Trade Name (DBA)

2ND ANNUAL LS CHARITABLE CORNHOLE TOURNAMENT

Location Address

6500 JOHN COUNTS ROAD

City, State, Zip Code

MOBILE AL 36688

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

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CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
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NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

BROMAN LLC

Trade Name (DBA)

2ND ANNUAL LS CHARITABLE CORNHOLE TOURNAMENT

Location Address

6500 JOHN COUNTS ROAD

City, State, Zip Code

MOBILE AL 36688

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson *L. Logan Anderson*
Principal Planner

Date: April 16, 2024

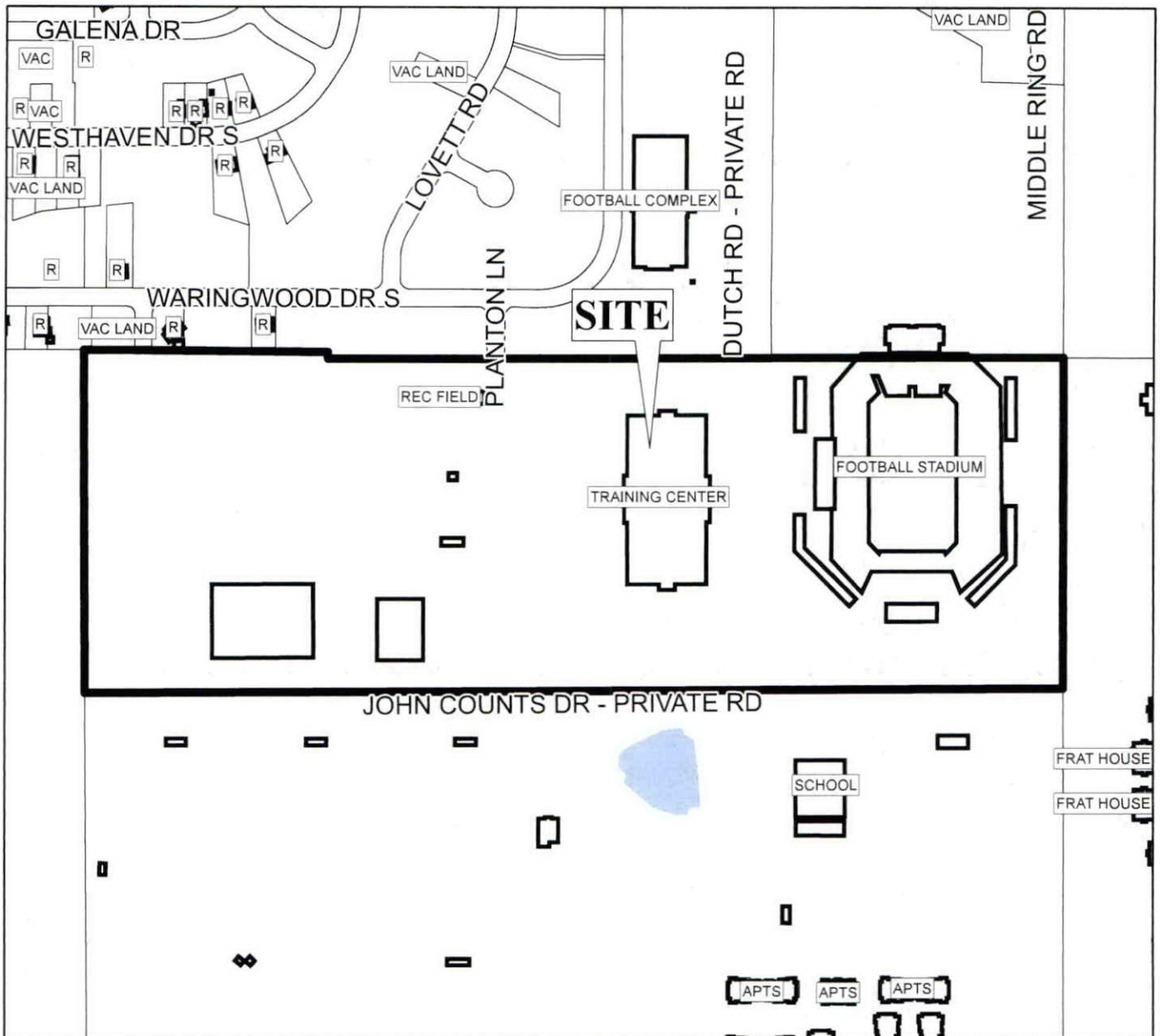
Re: Application # 5650 / 6500 John Counts Rd.

Attached please find a land use and zoning vicinity map for the above referenced application. The site is owned by the state of Alabama and developed with a state-operated university; as such, it is exempt from the requirements of the Unified Development Code.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 7, Gina Gregory (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5650 DATE 4/23/2024
 APPLICANT BROMAN LLC
 LOCATION 6500 JOHN COUNTS DR
 REQUEST ALCOHOLIC BEVERAGE LICENSE



LANDUSE SURVEY
CONDUCTED 2010

	R-A		R-3		B-1		B-2		B-5		ML		I-2		OPEN		T-3		T-5.2
	R-1		R-B		T-B		B-3		CW		MH		PD		SD		T-4		T-6
	R-2		H-B		LB-2		B-4		MM		I-1		MUN		SD-WH		T-5.1		

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/12/2024	NEW APPLICATION	2024 - 5650	999975	7	April 23, 2024

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

BROMAN LLC

Trade Name (DBA)

2ND ANNUAL LS CHARITABLE CORNHOLE TOURNAMENT

Location Address

6500 JOHN COUNTS ROAD

City, State, Zip Code

MOBILE AL 36688

Contact Person Information				
Name	Title	POA	Phone	Email
NOELL C BROUGHTON	MEMBER	NO		NOELLBROUGHTON@YAHOO.COM

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 04/27/2024

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 04/12/2024	Application Type NEW APPLICATION	Application Number 2024 - 5650	License Account # 999975	Council District 7	Council Agenda Date April 23, 2024
License Type Applied for with Alabama ABC Board 140 - SPECIAL EVENTS RETAIL			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name BROMAN LLC			Trade Name (DBA) 2ND ANNUAL LS CHARITABLE CORNHOLE TOURNAMENT		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 09/20/2010	SOS Entity ID 6699 1479	State AL	County MOBILE
Federal Tax ID (FEIN) 27-3555437	Alabama State Sales Tax ID R007228439	Business Phone Number (251) 767-2133			
Physical Address (Street Address, Suite #) 6500 JOHN COUNTS ROAD		City MOBILE	State AL	Zip Code 36688	
Mailing Address (Street Address, Suite #, PO Box) 266 DAUPHIN STREET		City MOBILE	State AL	Zip Code 36602	
Primary Business Activity at the Location Explain (other) OTHER SPECIAL EVENT		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name NOELL C BROUGHTON	Title MEMBER	POA NO	Phone	Email NOELLBROUGHTON@YAHOO.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A		Trade Name (DBA)			
ABC License Type		License Number		Any ABC Pending Actions	
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name UNIVERSITY OF SOUTH ALABAM			Property Owner Phone Number (251) 460-7858		Property Owner Email
Property Owner Mailing Address (Street Address, Suite #, PO Box) 307 NORTH UNIVERSITY BLVD			City MOBILE	State AL	Zip Code 36688
Bldg Square Footage 10,000	Bldg Seating Capacity 250	Restroom Facilities YES	Patio Area YES	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials AB

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information			Copy of Driver's License Must Be Provided for each Person		
Full Name (Last, First, Middle) BROUGHTON, NOELL CARTER		Title MEMBER	Driver's License (State, Number)		
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number (251) 767-2133		
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
YES	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Full Name (Last, First, Middle) SHIPMAN, DAVID M		Title MEMBER	Driver's License (State, Number)		
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number		
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
YES	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
	AIRPORT LOUNGE LLC	LUCKY IRISH PUB	3692 AIRPORT BLVD MOBILE 36608		
	NASHIP LLC	LUCKY IRISH PUB	1107 SHELTON BEACH ROAD SARALAND 36571		
	BROMAN LLC	THE BRICKYARD	266 DAUPHIN STREET MOBILE 36602		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
Full Name (Last, First, Middle) N/A		Title	Date of Birth	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	Phone Number
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES					

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information			Copy of Driver's License Must Be Provided for each Person	
Full Name (Last, First, Middle)		Title	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?				
	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
Do you have any existing State of Alabama ABC license(s) with any entity in your name?				
	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)	
Full Name (Last, First, Middle)		Title	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?				
	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
Do you have any existing State of Alabama ABC license(s) with any entity in your name?				
	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)	
Additional State of Alabama ABC License(s) not yet listed on Application				
Person Name	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)	
BOTH	DEBRIS RESTAURANT LLC	DEBRIS	276 DAUPHIN STREET MOBILE 36602	
BOTH	DBN LLC	BONE & BARREL	311 FAIRHOPE AVENUE FAIRHOPE 36582	
BOTH	NOBOA LLC	THE LITTLE WHISKEY	14 NORTH CHURCH STREET FAIRHOPE 36532	
BOTH	CAUSEWAY LLC	TRADERS	4015 BATTLESHIP PKWY SPANISH FORT 36527	
BOTH	555 DAUPHIN LLC	GRACE	555 DAUPHIN STREET MOBILE 36602	

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

AB

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

AB

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

AB

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

AB

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

AB

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

AB

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

AB

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name

Date of Application Signature

Noel Brougton

4/12/24

Owner/Applicant/POA Signature

Title of Person Signing this Application

[Signature]

MEMBER

Sworn to and subscribed before me this **12** day of **April** 20 **24**

Notary Person Printed Name

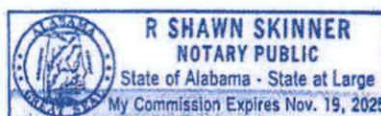
Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19, 2025



City of Mobile Alcoholic Beverage License Application Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertng requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

BROMAN LLC

dba **2ND ANNUAL 18 CHARITABLE CORNHOLE TOURNAMENT**

has made application to the City Council of the City of Mobile for a

140 - SPECIAL EVENTS RETAIL

for the premises located at **6500 JOHN COUNTS ROAD**, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am Tuesday

April 23, 2024

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant(s) shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.



Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

CITY OF MOBILE
REVENUE DEPARTMENT

April 12, 2024



SPC EVNT - LS CHARITABLE CORNHOLE TOURNA

266 DAUPHIN STREET

MOBILE, AL 36602 USA

ACCOUNT NUMBER: 999975 TERRITORY 2

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1778477	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

04/12/2024 11:34AM SAVALIA G
039661-0003

BUSINESS LICENSE

BROMAN LLC

999975

2024 Item: 1778477

ALCOHOL APPLICATION

FEE \$50.00

\$50.00

Subtotal \$50.00

TP CC FEE \$2.50

Total \$52.50

REVENUE CC \$52.50

*****5506

Ref=26d368b7-3ce6-4265-a802-13fee070e569

Auth=163448

Change due \$0.00

Paid by: BROUGHTON/ NOELL



Thank you for your payment

CUSTOMER COPY

This confirms that you have authorized
Tyler Technologies to collect a service
fee to complete this transaction. If
you have any questions regarding this
fee, contact Tyler Technologies'
customer service department at
TPCustomerService@TylerTech.com for
assistance.

Tyler Technologies, Inc



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240409131420533

Type License: 140 - SPECIAL EVENTS RETAIL State: \$150.00 County: \$150.00
Type License: State: County:
Trade Name: 2ND ANNUAL LS CHARITABLE CORNHOLE TOURNAMENT Filing Fee: \$50.00
Applicant: BROMAN LLC Transfer Fee:
Location Address: 6500 JOHN COUNTS ROAD MOBILE, AL 36688
Mailing Address: 266 DAUPHIN ST MOBILE, AL 36602
County: MOBILE Tobacco sales: NO Tobacco Vending Machines:
Product Type: Type Ownership: LLC
Book, Page, or Document info: 6699 1479
Do you sell Draft Beer?:
Date Incorporated: 09/20/2010 State incorporated: AL County Incorporated: MOBILE
Date of Authority: 09/20/2010
Federal Tax ID: 27-3555437 Alabama State Sales Tax ID: R007228439

Name:	Title:	Date and Place of Birth:	Residence Address:
NOELL CARTER BROUGHTON	MEMBER		
DAVID MICHAEL SHIPMAN	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? YES
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: NOELL BROUGHTON
Business Phone: 251-767-2133
Fax:

Home Phone: 251-767-2133
Cell Phone: 251-767-2133
E-mail: NOELLBROUGHTON@YAHOO.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240409131420533

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **UNIVERSITY OF SOUTH ALABAMA 251-460-7858**
What is lessors primary business? **EDUCATION**
Is lessor involved in any way with the alcoholic beverage business? **YES**
Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **NO**
Is the business used to habitually and principally provide food to the public? **NO**
Does the establishment have restroom facilities? **YES**
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
Building Dimensions Square Footage: **10000** Display Square Footage:
Building seating capacity: **250** Does Licensed premises include a patio area? **YES**
License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**
Number of licenses in the vicinity: **1** Nearest: **1**
Nearest school: Nearest church: Nearest residence: **1 blocks**
Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **NO**

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240409131420533

Initial each

NB

In reference to law violations, I attest to the truthfulness of the responses given within the application.

NB

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

NB

In reference to ACT No. 80-629, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

NB

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

XX

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

XX

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

NB

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

NB

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

NB

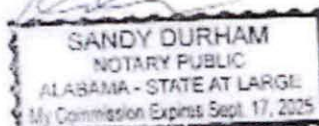
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): NB

Signature of Applicant: NB

Notary Name (print): NB

Notary Signature: NB



Commission expires:

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240409131420533

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: 04/27/2024 Ending Date: 04/27/2024

Special terms and conditions for special event/special retail:

THIS EVENT WILL TAKE PLACE ON 4/27/2024 AT THE JAGUAR TRAINING CENTER AT THE UNIVERSITY OF SOUTH ALABAMA. ONLY BEER WILL BE SERVED. THE ENTRANCE/EXITS WILL BE CONTROLLED AND THIS IS A NON RENEWABLE LICENSE

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Are any applicants, whether individual, member of a partnership or association, or officers and directors of corporation or the corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act?: NOELL BROUGHTON HAS OTHER ABC LICENSES. GRACE, LUCKYS IRISH PUB

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: GRACE, DEBRIS, LUCKYS IRISH PUB, BONE AND BARREL

Are there any special restrictions, instructions, and/or conditions for this license?: THIS EVENT WILL TAKE PLACE ON 4/27/2024 AT THE JAGUAR TRAINING CENTER AT THE UNIVERSITY OF SOUTH ALABAMA. ONLY BEER WILL BE SERVED. THE ENTRANCE/EXITS WILL BE CONTROLLED AND THIS IS A NON RENEWABLE LICENSE

Is the lessor involved in any way with the alcohol beverage business?: ARAMARK

**Articles of Organization
of
BroMan, LLC**

an Alabama Limited Liability Company

PURSUANT to the provisions of §10-12-1 et seq. of the Code of Alabama (1975), the undersigned hereby adopts the following Limited Liability Company Articles of Organization:

ARTICLE 1

Name

The name of the Limited Liability Company shall be BroMan, LLC, an Alabama Limited Liability Company (hereinafter "Company").

ARTICLE 2

Duration

The Company shall have perpetual duration, unless the Company is dissolved and its affairs finalized in accordance with the provisions of the Alabama Limited Liability Act ("the Act").

ARTICLE 3

Purpose(s)

The purposes for which the Company is formed are:

- (a) to operate a nightclub, and/or**
- (b) to engage in any other lawful act(s) or activities for which limited liability companies may be organized pursuant to the Act.**

ARTICLE 4

Registered Office; Registered Agent

The mailing address of the initial registered office of the Company shall be:

266 Dauphin Street, Mobile, Alabama 36602

and the registered agent at such address shall be: Noell Broughton.

ARTICLE 5

Initial Members

The names and addresses of the only two (2) initial members of the Company are:

Noell Broughton
53 N. Ann St., Mobile, AL 36604
&
David Shipman
P.O. Box 6521, Mobile, AL 36660

ARTICLE 6

Admission of Additional Members

Upon unanimous written consent of the above members or in the event there is one member upon written consent of the one member, the Company may permit the admission of additional members and the terms and conditions of their membership shall be as set forth in the Company's Operating Agreement.

ARTICLE 7

Cessation of Membership

The cessation of the membership of one or more members shall not result in the dissolution of the Company.

ARTICLE 8

Continuation of Business

The Company may be reconstituted and the business of the Company may be continued following an event of dissociation which terminates the membership of a member of the Company if (a) there are at least two (2) remaining members or at least one (1) remaining member and a new member is admitted and (b) the business of the Company is continued by the written consent of all the remaining

members within ninety (90) days after the occurrence of the event of dissociation.

IN WITNESS WHEREOF these Articles of Organization have been subscribed as of this 16th day of **SEPTEMBER, 2010** by the undersigned members who affirm by their signatures below that the statements made herein are true under the penalties of perjury.

 9/16/10
Noell Broughton, member Date

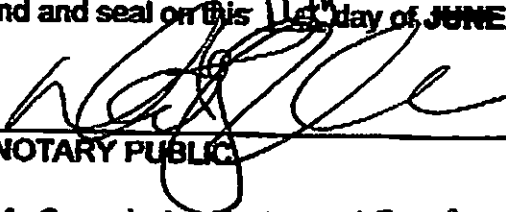
 9/16/10
David Shipman, member Date

STATE OF ALABAMA §

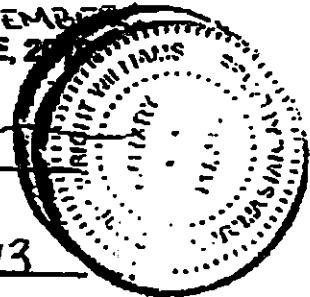
COUNTY OF MOBILE §

I, David Wright Williams the undersigned authority, a notary public in and for said State and County, do hereby certify that Noell Broughton and David Shipman, whose names are signed to the foregoing Articles of Organization and who are known to me, acknowledged before me on this day that, being informed of the contents of said Articles of Organization, they both executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this 16th day of SEPTEMBER, 2010


NOTARY PUBLIC

My Commission Expires: 12-10-13



THIS DOCUMENT PREPARED BY :
Scott Soutullo (SOU004)
SCOTT SOUTULLO, PC LAW FIRM
P.O. Box 2125
Mobile, Alabama 36652
Phone: (251) 391-1212
Email: scott@lawyerscott.com

State of Alabama-Mobile County
I certify this instrument was filed on:
September 16, 2010 @ 7:24:11 PM
RECORDING FEE \$35.00
S.R. FEE \$2.00
RECORDING FEES \$1.00
TOTAL AMOUNT \$38.00

2610053767
Don Davis, Judge of Probate

Date of this notice: 09-28-2010

Employer Identification Number:

27-355437

Form: SS-4

Number of this notice: CP 075 B

For assistance you may call us at:

1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 27-355437. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variations may cause a delay in processing, result in incorrect information to your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached form and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

04/15/2011

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 98, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or succeeding Revenue Rulings for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and is will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-1676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☒ New Business ☐ New Owner ☐ Location Change		Transfer - License? ☒ No ☐ Yes Relocation Date		Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☒ Other SPECIAL EVENT	
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) ☐ Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☒ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name BROWMAN LLC				Trade Name (DBA) 2ND ANNUAL LS CHARITABLE CORNHOLE TO			
Company Physical Address (Street Address, Suite #) 6500 JOHN COUNTS ROAD				City MOBILE	State AL	Zip Code 36688	
Business Contact Person Information							
Name NOELL C BROUGHTON		Title MEMBER		Phone -----		Email NOELLBROUGHTON@YAHOO.COM	
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 10,000	Parking Provided N/A	Parking Required N/A	Compliance YES		Zoning R-1	Approved YES	
Comments LOCATED AT JAGUAR TRAINING CENTER Approved per previous approval. State regulated event on State property, exempt from Zoning regulations.							
Print Name Payton Rogers		Signature 			Date 4/15/2024		

HILLSIDE

[Signature]

3/28/24

FOOD

US CHARITABLE CORNHOLE TOURNAMENT

ENTRANCE

CORNHOLE
FIELD

PRACTICE

FACILITY

TURT

BEER

RESTROOMS

STADIUM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
4/18/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/18/2024 - 8:46
AM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
2520 Jasmine Street

Sponsored by: Councilmember Cory Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolished* of the structure at **2520 Jasmine Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolished* of the structure **25020 Jasmine Street** to be **\$2,800.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,800.00** shall constitute a special assessment against the property at structure **2520 Jasmine Street** and being that property more particularly described as follows:

E 70 FT OF LOT 1 BLK 4 PARK PL DBK 102 PG 571 #SEC 23 T4S R1W #MP29 07 23 0 003

Parcel No.: **29 07 23 0 003 003.XXX**

Owner: **TURNER J DRUHAM
208 B DESALES AVENUE
MOBILE AL 36607-2123**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolished* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk



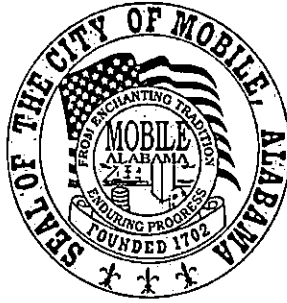
LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **April 23, 2024, at 3:00 p.m.**, a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **2520 Jasmine Street**, for the proposed amount of **\$2,800.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **April 23, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **2520 Jasmine Street**, for the proposed amount of **\$2,800.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

March 11, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-033-23

LOCATION:
2520 Jasmine Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated: _____

Legal Description: E 70 FT OF LOT 1 BLK 4 PARK PL DBK 102 PG 571 #SEC 23 T4S R1W #MP29 07 23 0 003

Parcel Number: **29 07 23 0 003 003.XXX**

Amount: ~~\$2,600.00~~ *\$2,800.00*

Assessed: TURNER J DRUHAN
208 B DESALES AVENUE
MOBILE AL 36607-2123

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over a horizontal line.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Council Member, Cory Penn, file copy



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
4/18/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/18/2024 - 8:49
AM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
815 Stanton Road

Sponsored by: Councilmember Cory Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolished* of the structure at **815 Stanton Road** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolished* of the structure **815 Stanton Road** to be **\$4,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$4,200.00** shall constitute a special assessment against the property at structure **815 Stanton Road** and being that property more particularly described as follows:

LOTS 7 & 8 LAWRENCE BROWN S/D MBK 6/45 #SEC 44 T4S R1W #MP29 02 44 0 025

Parcel No.: **29 02 44 0 025 229.xxx**

Owner: **HUDSON DUDLEY & LELIA**
 PO BOX 6775
 MOBILE AL 36660-0775

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolished* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **April 23, 2024, at 3:00 p.m.**, a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **815 Stanton Road**, for the proposed amount of **\$4,200.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **April 23, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **815 Stanton Road**, for the proposed amount of **\$4,200.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

March 11, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-186-22

LOCATION:
815 Stanton Road

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOTS 7 & 8 LAWRENCE BROWN S/D MBK 6/45 #SEC 44 T4S R1W #MP29 02 44 0 025

Parcel Number: **29 02 44 0 025 229.XXX**

Amount: ~~\$4,000.00~~ *\$4,200.00*

Assessed: HUDSON DUDLEY & LELIA
PO BOX 6775
MOBILE AL 36660-0775

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary Jackson', is written over the 'Sincerely yours,' text.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Council Member, Cory Penn, file copy



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
4/18/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/18/2024 - 8:52
AM

A RESOLUTION FIXING THE COSTS FOR THE SECURING OF THE STRUCTURE AT
311 North Ann Street

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *securing* of the structure at **311 North Ann Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *securing* of the structure **311 North Ann Street** to be **\$14,700.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$14,700.00** shall constitute a special assessment against the property at structure **311 North Ann Street** and being that property more particularly described as follows:

THAT CERTAIN LOT OF LAND COMM ON W SIDE OF ANN ST AT A PT DIS 45.65 HUNDREDTHS FT S OF SW COR OF ANN & BASIL STS TH SLY ALG W/L OF ANN ST 45-65 HUNDREDTHS FT TH WLY 120 FT TH NLY 45-65 HUNDREDTHS FT TH ELY 120 FT TO PL OF BEG LOT 17 IN S1 33 OF CAMP GROUND TRT REC IN DBK 99 PGS 242-243 #SEC 40 T 4S R1W #MP29 06 40 0 007

Parcel No.: **29 06 40 0 007 062.XXX**

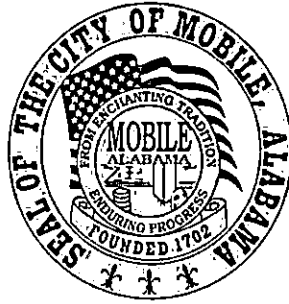
Owner: **RIVERS CHARLES A
5821 OUTER DRIVE W
DETROIT MI 48235**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *securing* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **April 23, 2024, at 3:00 p.m.**, a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **311 North Ann Street**, for the proposed amount of **\$14,700.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **April 23, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **311 North Ann Street**, for the proposed amount of **\$14,700.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert

City Clerk

March 11, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – SECURING OF STRUCTURE

PROJECT NUMBER:
MES-056-20

LOCATION:
311 N Ann Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been secured and the property owners should be assessed as indicated:

Legal Description: THAT CERTAIN LOT OF LAND COMM ON W SIDE OF ANN ST AT A PT DIS 45.65 HUNDREDTHS FT S OF SW COR OF ANN & BASIL STS TH SLY ALG W/L OF ANN ST 45-65 HUNDREDTHS FT TH WLY 120 FT TH NLY 45-65 HUNDREDTHS FT TH ELY 120 FT TO PL OF BEG LOT 17 IN SQ 33 OF CAMP GROUND TRT REC IN DBK 99 PGS 242-243 #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: **29 06 40 0 007 062.XXX**
Amount: ~~\$14,500.00~~ *\$14,700.00*
Assessed: RIVERS CHARLES A
5821 OUTER DRIVE W
DETROIT, MI 48235

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,


Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Council Member, Williams Carroll, file copy



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
4/18/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/18/2024 - 8:59
AM

A RESOLUTION FIXING THE COSTS FOR THE SECURING OF THE STRUCTURE AT
5850 Coca Cola Road

Sponsored by: Councilmember Ben Reynolds

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *securing* of the structure at **5850 Coca Cola Road** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *securing* of the structure **5850 Coca Cola Road** to be **\$5,850.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$5,850.00** shall constitute a special assessment against the property at structure **5850 Coca Cola Road** and being that property more particularly described as follows:

COM AT NE COR OF NW 1/4 OF SEEC 27 T5S R2W RUN TH S 00 DEG 42 MIN 19 SEC 3 ALG E/L OF SD NW 1/4 DISOF 1110.75 FT TH RUN S 89 DEG 02 MIN 16 SEC 2 558.42 FT TO POB TH CONT S 89 DEG 02 MIN 16 SEC W 755.24 FT TO PT ON N RWL OF COCA COLA RD SD PT BEING P C OF 164 FT RAD CUR CONC SWLY TH ALG SD N/L OF COCA COLA RD RUN SELY ALG ARC OF SD CUR 186.05 FT TO PT OF SD CUR TH CONT ALG SD N/L OF COCA COLA RD RUN S 25 DEG 57 MIN 44 SEC E 49.93 FT T P C CURVE TO LT HAV CNTRL ANG OF 65 DEG 00 MMIN & RAD OF 104 FT TH CONT ALG SD N/L OF COCA COLA RD RUN SELY 117.98 FT TO P T OF SD CUR TH CONT ALG SD N/L OF COCA COLA RD RUN N 89 DEG 02 MIN 16 SEC 3 491.34 FT TO PT TH RUN N 00 DEG 57 MIN 44 SEC 2 200 FT TO POB

Parcel No.: **33 08 27 2 000 004.001**

Owner: **KNA FAMILY LLC,
A GEORGIA LIMITED C/O HOTEL HOLDING LLC
2730 WASHINGTON BLVD
UNIT 6231
OGDEN UT 4402-5090**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *securing* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **April 23, 2024, at 3:00 p.m.**, a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **5850 Coca Cola Road**, for the proposed amount of **\$5,850.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **April 23, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **5450 Coca Cola Road**, for the proposed amount of **\$5,850.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

March 11, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – SECURING OF STRUCTURE

PROJECT NUMBER:
MES-164-23

LOCATION:
5450 COCA COLA RD.

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been secured and the property owners should be assessed as indicated:

Legal Description: COM AT NE COR OF NW 1/4 OF SEC 27 T5S R2W RUN TH S 00 DEG 42 MIN 19 SEC E ALG E/L OF SD NW 1/4 DIS OF 1110.75 FT TH RUN S 89 DEG 02 MIN 16 SEC W 558.42 FT TO POB TH CONT S 89 DEG 02 MIN 16 SEC W 755.24 FT TO PT ON N RWL OF COCA COLA RD SD PT BEING P C OF 164 FT RAD CUR CONC SWLY TH ALG SD N/L OF COCA COLA RD RUN SELY ALG ARC OF SD CUR 186.05 FT TO P T OF SD CUR TH CONT ALG SD N/L OF COCA COLA RD RUN S 25 DEG 57 MIN 44 SEC E 49.93 FT TO P C OF CURVE TO LT HAV CNTRL ANG OF 65 DEG 00 MIN & RAD OF 104 FT TH CONT ALG SD N/L OF COCA COLA RD RUN SELY 117.98 FT TO P T OF SD CUR TH CONT ALG SD N/L OF COCA COLA RD RUN N 89 DEG 02 MIN 16 SEC E 491.34 FT TO PT TH RUN N 00 DEG 57 MIN 44 SEC W 200 FT TO POB

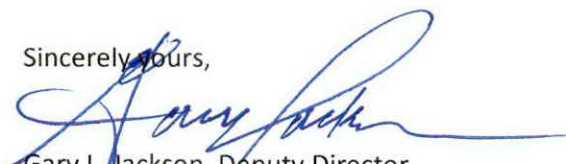
Parcel Number: **33 08 27 2 000 004.001**

Amount: ~~\$5,650.00~~ **\$5,850.00**

Assessed: KNA FAMILY LLC, A GEORGIA LIMITED C/O HOTEL HOLDING LLC
2730 WASHINGTON BLVD UNIT 6231
OGDEN UT 84402-5090

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,


Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Council Member, Ben Reynolds, file copy



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
4/18/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/18/2024 - 8:56
AM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
556 Oak Drive Court

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **556 Oak Drive Court** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **556 Oak Drive Court** to be **\$2,600.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,600.00** shall constitute a special assessment against the property at structure **556 Oak Drive Court** and being that property more particularly described as follows:

LOT 15 BLK 2 OAK DRIVE CT MBK 4 PG 484 #SEC 44 T4S R1W #MP29 02 44 0 030

Parcel No.: **29 02 44 0 030 017**

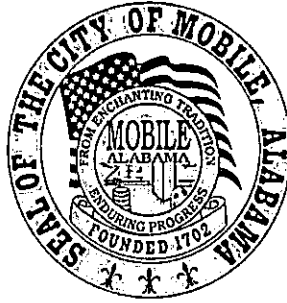
Owner: **DRYER MARCUS
C/O HOFFMAN ANTHONY M
AS PERSONAL REPRESENTATIVE
PO BOX 11
MOBILE AL 36601-0011**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **April 23, 2024, at 3:00 p.m.**, a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **556 Oak Drive Court**, for the proposed amount of **\$2,600.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **April 23, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **556 Oak Drive Court**, for the proposed amount of **\$2,600.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert

City Clerk



March 11, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-196-22

LOCATION:
556 Oak Drive Court

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 15 BLK 2 OAK DRIVE CT MBK 4 PG 484 #SEC 44 T4S R1W #MP29 02 44 0 030

Parcel Number: 29 02 44 0 030 017

Amount: ~~\$2,400.00~~ \$2,600.00

Assessed: DRYER MARCUS C/O HOFFMAN ANTHONY M AS PERSONAL REPRESENTATIVE
PO BOX 11
MOBILE AL 36601-0011

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,


Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: City James Roberts, David Daughenbaugh, Council Member William Carroll, file copy



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
4/18/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/18/2024 - 9:03
AM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
2510 Greenlawn Drive

Sponsored by: Councilmember Ben Reynolds

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **2510 Greenlawn Drive** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **2510 Greenlawn Drive** to be **\$2,600.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,600.00** shall constitute a special assessment against the property at structure **2510 Greenlawn Drive** and being that property more particularly described as follows:

LOT 78 1ST UNIT MORNINGSIDE MANOR MBK 6 P 431 #SEC 6 T5S R1W #MP32 02 06 0 001

Parcel No.: **32 02 06 0 001 15**

Owner: **DIXON AUSTIN
5215 ROSWELL RD S
MOBILE AL 36619-5247**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **April 23, 2024, at 3:00 p.m.**, a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **2510 Greenlawn Drive**, for the proposed amount of **\$2,600.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **April 23, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **2510 Greenlawn Drive**, for the proposed amount of **\$2,600.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert

City Clerk



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

LOCATION:
2510 Greenlawn Drive

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Parcel Number: 32 02 06 0 001 185
Amount: ~~\$2,400.00~~ *\$2,600.00*
Assessed: DIXON AUSTIN
5215 ROSWELL RD S
MOBILE AL 36619-5247

Sincerely yours,

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

City of Mobile | Post Office Box 1827 Mobile, Alabama 36633-1827



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
4/18/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/18/2024 - 9:08
AM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
402 Cody Road North

Sponsored by: Councilmember Gina Gregory

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **402 Cody Road North** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **402 Cody Road North** to be **\$7,650.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$7,650.00** shall constitute a special assessment against the property at structure **402 Cody Road North** and being that property more particularly described as follows:

LOT 2 BLK 5 HILLSDALE HGTS MBK 10 P 183 #SEC 17 T4S R2W #MP28 04 17 2 002

Parcel No.: **28 04 17 2 002 065**

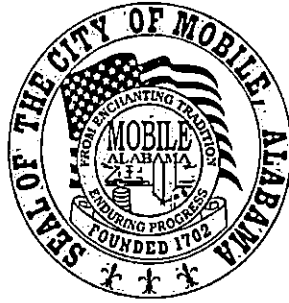
Owner: **PATERSON RUBY M
C/O PATTERSON RUBY M
7123 9TH ST
MOBILE AL 36608-4642**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **April 23, 2024, at 3:00 p.m.**, a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **402 Cody Road North**, for the proposed amount of **\$7,650.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **April 23, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **402 Cody Road North**, for the proposed amount of **\$7,650.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert

City Clerk

March 11, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-122-22

LOCATION:
402 Cody Road N

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: : LOT 2 BLK 5 HILLSDALE HGTS MBK 10 P 183 #SEC 17 T4S R2W #MP28 04 17 2 002

Parcel Number: 28 04 17 2 002 065

Amount: ~~\$7,450.00~~ \$7,650.00

Assessed To: PATTERSON RUBY M C/O PATTERSON RUBY M
7123 9TH ST
MOBILE AL 36608-4642

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Council Member Gina Gregory, file copy



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Submitted by:

Gary Jackson Deputy Director of Municipal Enforcement

Sponsored by:

Council District 1	Cory Penn	3 Cases
Council District 2	William Carroll	12 Cases
Council District 3	C J Small	4 Cases
Council District 4	Ben Reynolds	2 Cases
Council District 5	Joel Daves	0 Cases
Council District 6	Josh Woods	0 Cases
Council District 7	Gina Gregory	1 Case

Purpose and Scope of Project:

Assess Cost for Repeat Weed Lien Group 71

Effective Date of Contract:

4/23/2024

Funding Source

Project # Repeat Weed Lien Group 71

Discretionary Funds

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Assess Cost for Repeat Weed Lien Group 71	Backup Material	4/17/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	4/18/2024 - 9:13 AM



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Gauthier, City Clerk's Office
FROM: Gary Jackson, Deputy Director 
DATE: April 15, 2024
SUBJECT: Repeat Weed Lien Invoices G-71

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) 71.
Please place these on the City Council's Agenda for April 23, 2024.

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528.
Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite,

		REPEAT WEED LIEN						
		GROUP 71					Res. No.	
2/19/2024		1st REPEAT WEED LIEN LETTERS SENT					11-058	
4/23/2024		REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST						
		CONTRACT NUMBER						
			Old SRO	New	Initial	Times	Amount	CBD
Item	Address	Dis	Case #	Case #		cut within	Assessed	CBO
No.								
1	624 Patton Ave	2		33784	6/14/2022	1	\$ 275.00	
2	2400 Railroad St	2		33785	2/14/2023	2	\$ 413.49	
3	5014 Perin Rd	4		33786	2/8/2022	2	\$ 655.00	
4	1464 Center St	2		33787	6/14/2022	2	\$ 375.00	
5	302 Lexington Ave	2		33788	8/16/2022	1	\$ 275.00	
6	900 Cherry St	2		33789	1/26/2021	2	\$ 375.00	
7	909 Jakes Lane	2		33790	2/16/2021	2	\$ 375.00	
8	1062 State St	2		33791	2/16/2021	1	\$ 1,331.00	
9	1101 Bay Ave	3		33792	10/25/2022	1	\$ 351.00	
10	1065 Arlington St	3		33793	3/2/2022	2	\$ 375.00	
11	1102 Rotterdam St	2		33794	4/19/2022	1	\$ 1,350.00	
12	966 Gorgas St	3		33795	10/19/2021	3	\$ 475.00	
13	2862 Pages Lane	1		33796	11/15/2022	1	\$ 343.00	
14	619 Summerville St	1		33797	10/19/2021	1	\$ 736.00	
15	354 St Charles Ave	2		33798	8/17/2021	2	\$ 375.00	
16	1211 Jessie St	1		33799	2/16/2021	1	\$ 299.20	
17	5671 Bob St	4		33800	2/9/2021	1	\$ 733.04	
18	972 State St	2		33802	8/31/2021	1	\$ 225.00	
19	1212 Barker Dr E	7		33803	11/29/2022	1	\$ 296.00	
20	651 S Carolina St	3		33804	10/25/2022	1	\$ 625.00	
21	1158 Newman Lane	2		33837	11/26/2021	1	\$ 275.00	
22	1154 Newman Lane	2		33838	3/7/2023	1	\$ 625.00	
Total							\$ 11,157.73	
District total for this group		Numbers of lots cut						
1	3			1	3			
2	12			2	12			
3	4			3	4			
4	2			4	2			
5	0			5	0			
6	0			6	0			
7	1			7	1			
	22				22			
*CBO Cut By Owner								
*N/A Taken out by Inspector								
*ADD Added in from other Groups								

Gary Jackson 4-16-24
Marchetta Jantz 4-16-2024



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

April 15, 2024

Lot Owner: **FORD LOUISE, SALLIE ANN FORD
& ELOUISE**

Address: **P. O. BOX 40932**

City, State, Zip: **MOBILE, AL 36640-0932**

Repeat Group Number: **71** Item # **1**

Lot Description: **LOTS 73 & 74 BLK 2 DIXIE PARK MBK 3 P 273 #SEC 25 T4S R1W #MP29 07 25 0 001
(29 07 25 0 001 015.XXX) 624 PATTON AVE**

Nuisance Date: **2/19/2024**

Date lot was cut: **4/9/2024** Contractor: **Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,775	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelvia Dean
SECRETARY
Marchetta Tate
INSPECTOR
Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 15, 2024

Lot Owner: ALABAMA DEPT. OF REVENUE
ATTN: SHELLY TICE
PROPERTY TAX DIVISION
Address: P. O. BOX 327210
City, State, Zip: MONTGOMERY, AL 36132-7210
Repeat Group Number: 71 Item # 2

Lot Description: LOTS 21 & 22 BATTOTTI PLACE DBK 93/428 #SEC 44 T3S R1W #MP22 08 44 0 019
(22 08 44 0 019 233.XXX) 2400 RAILROAD ST

Nuisance Date: 2/19/2024
Date lot was cut: 4/9/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		13,079	\$ 0.0125	\$ 163.49
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 413.49

Shelia Dean
SECRETARY
Inspector
INSPECTOR
Supervisor
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 15, 2024

Lot Owner: **FODE KELVIN M**
Address: **P. O. BOX 3751**
City, State, Zip: **TUALATIN, OR 97062-3751**
Repeat Group Number: **71** Item # **3**

Lot Description: **LOT B GEESLIN S/D MBK 32 P 89 #SEC 03 T5S R2W #MP33 02 03 4 002(33 02 03 4 002 053.XXX) 5014 PERIN RD**

Nuisance Date: **2/19/2024**
Date lot was cut: **4/9/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,203	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	40	\$ 7.00	\$ 280.00
Total Project Cost:				\$ 655.00

Shelia Dean
SECRETARY

Marchetta Tate
INSPECTOR

Anthony Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

April 15, 2024

Lot Owner: **BROWN FRANCES**
Address: **2715 MURRAY AVE APT 620**
City, State, Zip: **PITTSBURGH, PA 15217**
Repeat Group Number: **71** Item # **4**

Lot Description: **BEG AT PT ON N/S OF CENTER ST 324.5 FT E-LY FROM NE INT SEC OF CTR & CATHERINE STS AS SD INT IS PRESENTLY LOC RUN THEN ELY ALG N/L OF CTR ST 50 FT RUN TH NLY ALG LINE FORMING AN INT ANG OF 81 DEG 30 MIN WITH N/L OF CTR ST 204.5 FT TO PT RUN TH WLY ALG FENCE 49.67 FT TO PT RUN TH SLY & PAR WITH E/L OF PPTY HEREIN DESC 195.5 FT(D) 210 FT(S) TO N/L OF CENTER ST & POB BEING PT GRT SEC 25 #SEC 25 T4S R1W #MP29 07 25 0 005 (29 07 25 0 005 174.XXX) 1464 CENTER ST**

Nuisance Date: **2/19/2024**
Date lot was cut: **4/9/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	9,451	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 375.00

Shelia E. Dean
SECRETARY
Marquette Tate
INSPECTOR
Harry Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

April 15, 2024

Lot Owner: **MOORE GEO, LEASIE M, MARY ELVE,**
C/O MARY ELVE

Address: **2 STONE BLVD**

City, State, Zip: **MASSAPEQUA, NY 11758-6971**

Repeat Group Number: **71** Item # **5**

Lot Description: **BEG E/S LEXINGTON AVE 30 FT N-LY OF SW COR LOT 14 BLK 6 LEXINGTON HGTS DBK 70
P 126 RUN ELY 148 FT TH NLY 26.5 FT THEN WLY 148 FT THEN SLY 26.5 FT TO BEG
BEING PT LOT S 14 & 15 BLK 6 SAID SUB #SEC 25 T4S R1W #MP29 07 25 0 005 (29 07
25 0 005 029.XXX) 302 LEXINGTON AVE**

Nuisance Date: **2/19/2024**

Date lot was cut: **4/9/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	3,848	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia E Dean
SECRETARY
Marchetta Jante
INSPECTOR
Harry Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

April 15, 2024

Lot Owner: **MARSHALL JESSIE M**
Address: **1012 WELLINGTON ST**
City, State, Zip: **MOBILE, AL 36617**
Repeat Group Number: **71** Item # **6**

Lot Description: **LOT 16 BLK 4 LINCOLN PLACE NO 1 DBK 156 P 233 #SEC 44 T3S R1W #MP22 08 44 0 019 (22 08 44 0 019 057.XXX) 900 CHERRY ST**

Nuisance Date: **2/19/2024**
Date lot was cut: **4/9/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,178	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 375.00

Shelia E Dean
SECRETARY
Marchetta J. Tate
INSPECTOR
Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 15, 2024

Lot Owner: **ROBINSON LEON S**
Address: **9 EDINBOROUGH AVE**
City, State, Zip: **CHICKASAW, AL 36611**
Repeat Group Number: **71** Item # **7**

Lot Description: **LOT 3 BLK 5 LINCOLN PL DBK 156/233 #SEC 44 T3S R1W #MP22 08 44 0 019**
(22 08 44 0 019 051.XXX) 909 JAKES LN

Nuisance Date: **2/19/2024**
Date lot was cut: **4/9/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,400	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		2	\$ 100.00	\$ 200.00
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		0	\$ 7.00	\$ -
Debris Removal	Cubic Yard	0	\$	\$
Total Project Cost:				\$ 375.00

Shelia E Dean
SECRETARY
Marcelle White
INSPECTOR
Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

April 15, 2024

Lot Owner: **TIMMONS MARION**
C/O CHANCEY TIMMONS

Address: **2460 ABNER PL NW**

City, State, Zip: **ATLANTA, GA 30318-3431**

Repeat Group Number: **71** Item # **8**

Lot Description: **LOT 21 SQ 18 OF THE KENNEDY TRACT DBK 65 N S P 586 #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 580.XXX) 1062 STATE ST**

Nuisance Date: **2/19/2024**

Date lot was cut: **4/9/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	2,813	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		2	\$ 3.00	\$ 6.00
Debris Removal	Cubic Yard	150	\$ 7.00	\$ 1,050.00
Total Project Cost:				\$ 1,331.00

Shelia E Dean
SECRETARY
Margaretta Tate
INSPECTOR
Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

April 15, 2024

Lot Owner: **GEORGE QUEEN P**
Address: **320 STANTON RD APT 1212**
City, State, Zip: **MOBILE, AL 36617**
Repeat Group Number: **71** Item # **9**

Lot Description: **E 1/2 OF LOTS 1 & 2 OF SQ D OAKHILL SUB DBK 85 N S & 380 #SEC 27 T4S R1W #MP29
10 27 4 000 (29 10 27 4 000 117.XXX) 1101 BAY AVE**

Nuisance Date: **2/19/2024**
Date lot was cut: **4/9/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,808	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		1	\$ 100.00	\$ 100.00
Additional Cuts	Each	1	\$ 3.00	\$ 6.00
Per Spare Tire		2	\$ 7.00	\$ 70.00
Debris Removal	Cubic Yard	10	\$ 7.00	\$ 70.00
Total Project Cost:				\$ 351.00

Shelia E Dean
SECRETARY

Marchetta Tate
INSPECTOR

Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

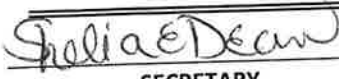
Repeat Lot Cleaning Invoice
April 15, 2024

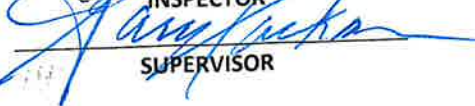
Lot Owner: **IRBY HOME BUYERS LLC**
Address: **9450 SW GEMINI DR**
City, State, Zip: **BEAVERTON, OR 97008**
Repeat Group Number: **71** Item # **10**

Lot Description: **LOT 39 BLK 3 ARLINGTON SUB DBK 156 P 196 #SEC 34 T4S R1W #MP29 11 34 1 002 (29 11 34 1 002 053.XXX) 1065 ARLINGTON ST**

Nuisance Date: **2/19/2024**
Date lot was cut: **4/9/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	3,543	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 375.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

April 15, 2024

Lot Owner: ALABAMA DEPT. OF REVENUE

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: P. O. BOX 327210

City, State, Zip: MONTGOMERY, AL 36132-7210

Repeat Group Number: 71 Item # 11

Lot Description: COM AT E/L LOT 5 BLK 9 ACC TO MAP OF D M N ROSS SD SQ BDED BY ROTTERDAM, AMSTERDAM, LIMERICK & WATERFORD STS AT PT 43.4 FT S OF NE COR LOT 5 & POB BEING ON W/L ROTTERDAM ST TH S ALG E/L LOT 5 43 FT TO PT TH W & PAR WITH LOTS 4 & 5 112 FT TH N 43 FT & PAR WITH ROTTERDAM ST TH E & PAR WIITH N/L LOTS 4 & 5 112 FT TO BEG TOULMIN TRT DBK 112 P 175 #SEC 28 T4S R1W #MP29 10 28 4 002 (29 10 28 4 002 025.XXX) 1102 ROTTERDAM ST

Nuisance Date: 2/19/2024

Date lot was cut: 4/9/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,805	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	125	\$ 7.00	\$ 875.00
Total Project Cost:				\$ 1,350.00

Shelly Dean
SECRETARY
Marchetta Tate
INSPECTOR
Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 15, 2024

Lot Owner: **RUSSELL JOAN SWINT**
C/O WILLIAM POWELL

Address: **3744 SALEM STREET**

City, State, Zip: **WHISTLER, AL 36612**

Repeat Group Number: **71** Item # **12**

Lot Description: **COMG NE COR GORGAS & GAYLE STS TH ELY 116 FT TO BEG TH CONT ELY 58 FT TH NLY 175 FT WLY 58 FT TH SLY 175 FT TO POB BEING PT GRT SEC 37 T4S R1W #SEC 37 T4S R1W #MP29 10 37 0 007 (29 10 37 0 007 101.XXX) 966 GORGAS ST**

Nuisance Date: **2/19/2024**

Date lot was cut: **4/9/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	9,973	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 475.00

Julia E Dean
SECRETARY

Marchetta Kute
INSPECTOR

James P. [Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 15, 2024

Lot Owner: **KINGSIZE ENTERPRISES INC**
C/O DOROTHY HEARD
Address: **615 HOSANNA RD**
City, State, Zip: **GRIFFIN, GA 30223-5864**
Repeat Group Number: **71** Item # **13**

Lot Description: **LOT 17 BLK H NEESES ADD TO CRICHTON MBK 4 NS P 168 #SEC 18 T4S R1W #MP29 08 18 1 001 (29 08 18 1 001 108.XXX) 2862 PAGES LN**

Nuisance Date: **2/19/2024**
Date lot was cut: **4/9/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		15,519	\$ 0.0125	\$ 193.99
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 343.99

Shelia Dean
SECRETARY
Marabeth Tate
INSPECTOR
Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 15, 2024

Lot Owner: **ACCOMMODATION FOR YOUR LLC**
Address: **212 JOHNSON RD**
City, State, Zip: **ALBERTA, AL 36720**
Repeat Group Number: **71** Item # **14**

Lot Description: **LOT 5, 1ST UNIT SUMMERLAND HEIGHTS MBK 6 P 429 #SEC 42 T4S R1W #MP29 07 42 0 002 (29 07 42 0 002 109.XXX) 619 SUMMERVILLE ST**

Nuisance Date: **2/19/2024**
Date lot was cut: **4/9/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,931	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		1	\$ 100.00	\$ 100.00
Additional Cuts	Each	1	\$ 3.00	\$ 6.00
Per Spare Tire		2	\$ 7.00	\$ 455.00
Debris Removal	Cubic Yard	65	\$	
Total Project Cost:				\$ 736.00

Sholice E. Davis
SECRETARY
Margarette J. Tate
INSPECTOR
Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

April 15, 2024

Lot Owner: ALABAMA DEPT. OF REVENUE
ATTN: SHELLY TICE
PROPERTY TAX DIVISION
Address: P. O. BOX 327210
City, State, Zip: MONTGOMERY, AL 36132-7210
Repeat Group Number: 71 Item # 15

Lot Description: LOT 2 FRANCIS PLACE SUB MBK 6/81 #SEC 44 T4S R1W #MP29 02 44 0 033 (29 02 44 0 033 022.XXX) 354 ST CHARLES AVE

Nuisance Date: 2/19/2024
Date lot was cut: 4/9/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	9,497	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 375.00

Shelia E. Dean
SECRETARY
Marcelle J. Tate
INSPECTOR
Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

April 15, 2024

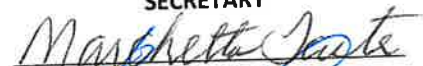
Lot Owner: **EVANS BAMMA**
Address: **9801 WESTIN DR**
City, State, Zip: **AMARILLO, TX 79119-1496**
Repeat Group Number: **71** Item # **16**

Lot Description: **LOTS 26 & 27 BLK 2 MECHEM & SAGES 2ND SUB OF LAFARGUE TRT DBK 121 PG 511**
#SEC 44 T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 263.XXX) 1211 JESSIE ST

Nuisance Date: **2/19/2024**
Date lot was cut: **4/9/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		11,936	\$ 0.0125	\$ 149.20
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 299.20


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 15, 2024

Lot Owner: **FINANCIAL FREEDOM PROPERTIES INC**
C/O JOHN H SEIBERT

Address: **812 DOWNTOWNER BLVD**

City, State, Zip: **MOBILE, AL 36609**

Repeat Group Number: **71** Item # **17**

Lot Description: **BEG NW COR LOT 2 HUNTER S/D MBK 5/164 TH E ALG S/L BOB ST 170 FT(S) TH S 98 FT TH W 50 FT(S) TH N 50 FT(S) TH W 120 FT(S) TO E/L SMITH ST TH RUN N ALG SD ST 58 FT TO POB #SEC 10 T6S R2W #MP38 02 10 2 000 (38 02 10 2 000 142.03X) 5671 BOB ST**

Nuisance Date: **2/19/2024**

Date lot was cut: **4/9/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		10,243	\$ 0.0125	\$ 128.04
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	65	\$ 7.00	\$ 455.00
Total Project Cost:				\$ 733.04

Shelia E Dean

SECRETARY

Marchetta Tate

INSPECTOR

Isaac Sampson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

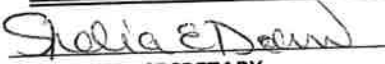
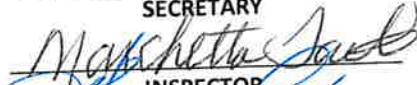
April 15, 2024

Lot Owner: **COAXUM JARRID D**
Address: **10489 FREEDOM DR**
City, State, Zip: **IRVINGTON, AL 36544**
Repeat Group Number: **71** Item # **18**

Lot Description: **COM AT A PT ON THE N/S OF STATE ST DIS 50 FT E OF NE COR OF STATE & LOCUST STS
TH RUN E ON THE N/L OF STATE ST 70 FT TO A PT TH NLY & PAR WITH LOCUST ST 50 FT
TO A PT TH WLY & PAR WITH STATE ST 70 FT TO A PT TH SLY 50 FT TO A POB #SEC 40
T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 542.XXX) 970 STATE ST**

Nuisance Date: **2/19/2024**
Date lot was cut: **4/9/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	2,794	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	25	\$ 7.00	\$ 175.00
Total Project Cost:				\$ 450.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 15, 2024

Lot Owner: JOINER LAKESHIA
% HEARTWOOD 88 LLC
Address: P. O. BOX 5707
City, State, Zip: FT LAUDERDALE, FL 33310
Repeat Group Number: 71 Item # 19

Lot Description: LOT 30 WEST PARK MANOR MBK 10 P 263 (BARKER RD) #SEC 08 T4S R2W #MP28 03 08
1 003 (28 03 08 1 003 031.XXX) 1212 BARKER DR

Nuisance Date: 2/19/2024
Date lot was cut: 4/9/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,350	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		1	\$ 100.00	\$ 100.00
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		3	\$ 7.00	\$ 21.00
Debris Removal	Cubic Yard			
Total Project Cost:				\$ 296.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 15, 2024

Lot Owner: **WILLIAMS KIATA**
Address: **1059 WOODSIDE DR W**
City, State, Zip: **MOBILE, AL 36608**
Repeat Group Number: **71** Item # **20**

Lot Description: **LOT 5 SQR 6 SIMS 2ND ADD DB K 120 NS P 486 #SEC 37 T4S R1W #MP29 10 37 0 003 (29 10 37 0 003 051.XXX) 651 S CAROLINA ST**

Nuisance Date: **2/19/2024**
Date lot was cut: **4/9/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,375	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		1	\$ 100.00	\$ 100.00
Additional Cuts	Each	1	\$ 3.00	\$ -
Per Spare Tire		0	\$ 7.00	\$ 350.00
Debris Removal	Cubic Yard	50	\$	
Total Project Cost:				\$ 625.00

Shelia Dean

SECRETARY

Marquette J. White

INSPECTOR

Isaac Sampson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

April 15, 2024

Lot Owner: **GOWDY JOHNNY & LOUVENIA**
Address: **2428 WYNNDIKE CIR**
City, State, Zip: **JACKSON, MS 39209**
Repeat Group Number: **71** Item # **21**

Lot Description: **LOT 67 BATTOTTI PLACE DBK 93 P 428 #SEC 44 T3S R1W #MP22 08 44 0 019**
(22 08 44 0 019 104.XXX) 1158 NEWMAN ST

Nuisance Date: **2/19/2024**
Date lot was cut: **4/9/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,265	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 15, 2024

Lot Owner: **MCRAE ELIZABETH & CHARLES**
% LULA GRAHAM

Address: **1103 SUMMERVILLE ST**

City, State, Zip: **MOBILE, AL 36617**

Repeat Group Number: **71** Item # **22**

Lot Description: **LOT 66 BATTOTTI PLACE DBK 9 3 P 428 #SEC 44 T3S R1W #MP22 08 44 0 019**
(22 08 44 0 019 103.XXX) 1154 NEWMAN ST

Nuisance Date: **2/19/2024**

Date lot was cut: **4/9/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,550	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	50	\$ 7.00	\$ 350.00
Total Project Cost:				\$ 625.00

Shelia E. Deane
SECRETARY
Martha J. Tate
INSPECTOR
James L. Tate
SUPERVISOR



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Cory Penn

Purpose and Scope of Project:

Funds will be used to assist with the 6th Annual King Cake-Off in Downtown Mobile, Alabama on January 19, 2024.

Amount of Contract:

\$2,500.00

Funding Source

Project # DSC-01/10041020-42080

Discretionary Funds DSC-01

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - Big Brothers Big Sisters of the Central Gulf Coast, Inc.	Cover Memo	4/17/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	4/17/2024 - 7:31 AM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilman Cory Penn

WHEREAS, Councilman Penn wishes to appropriate **\$2,500.00** to Big Brothers Big Sisters of the Central Gulf Coast, Inc., from his discretionary funds; and

WHEREAS, Big Brothers Big Sisters of the Central Gulf Coast, Inc. is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Big Brothers Big Sisters of the Central Gulf Coast, Inc, will be used to assist with the 6th Annual King Cake-Off in Downtown Mobile, Alabama on January 19, 2024, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$2,500.00** to Big Brothers Big Sisters of the Central Gulf Coast, Inc., for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Cory Penn

Purpose and Scope of Project:

Funds will be used to assist with the 44th Annual Leadership Program Celebration.

Amount of Contract:

900.00

Funding Source

Project # DSC-01/10041020-42080

Discretionary Funds DSC-01

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resolution - Jack and Jill of America, Incorporated	Cover Memo	4/18/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	4/18/2024 - 7:57 AM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilman Cory Penn

WHEREAS, Councilman Penn wishes to appropriate **\$900.00** to Jack and Jill of America, Incorporated, from his discretionary funds; and

WHEREAS, Jack and Jill of America, Incorporated, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Jack and Jill of America, Incorporated, will be used to assist with the 44th Annual Leadership Program Celebration, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$900.00** to Jack and Jill of America, Incorporated, for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Joel Daves

Purpose and Scope of Project:

Funds will be used to assist with the indigent care program at Mobile Infirmary.

Amount of Contract:

\$5,000.00

Funding Source

Project # DSC-05/10041020-42080

Discretionary Funds DSC-05

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resolution - Infirmary Foundation, Inc.	Cover Memo	4/17/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	4/17/2024 - 10:28 AM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Joel Daves*

WHEREAS, *Councilmember Daves wishes to appropriate **\$5,000.00** to Infirmary Foundation, Inc., from his discretionary funds; and*

WHEREAS, *Infirmary Foundation, Inc., is an Alabama non-profit corporation which provides a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Infirmary Foundation, Inc., *will be used to assist with the indigent care program at Mobile Infirmary.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$5,000.00** to Infirmary Foundation, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
resolution

Type
Cover Memo

Upload Date
4/19/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/18/2024 - 4:58
PM

**RESOLUTION AUTHORIZING AN INVESTIGATION INTO PUBLIC
ALLEGATIONS MADE BY MOBILE POLICE CHIEF PAUL PRINE AGAINST
THE ADMINISTRATION AND TO APPOINT A SPECIAL COUNSEL
TO ASSIST IN THE INVESTIGATION**

SPONSORED BY: COUNCILMEMBER WILLIAM CARROLL, COUNCIL PRESIDENT C. J. SMALL

FINDINGS:

1. The City of Mobile, Alabama (the “City”) is a Class 2 municipal corporation vested by State law and especially the Zoghby Act (ALA. CODE §§ 11-44C-1 – 98) with a portion of the State’s sovereign power to protect the public health, safety, and welfare. ALA. CODE §§ 11-45-1; 11-44C-1, *et seq.*

2. Per the Zoghby Act, all powers of the City are vested in the Mobile City Council (the “Council”), subject only to such limitations found therein and elsewhere in the laws of Alabama. ALA. CODE § 11-44C-11.

3. In exercising its power, the Council must do so in the manner prescribed by the Zoghby Act, “or if not prescribed, then in such manner as may be prescribed by law or by ordinance.” ALA. CODE § 11-44C-11.

4. Sections 11-44C-21(4) and 11-44C-87 of the Zoghby Act broadly empower the Council to investigate “the conduct of any office, department or agency of the city and make investigations as to municipal affairs[.]”

5. Section 11-44C-38(c) of the Zoghby Act authorizes the Council “to obtain legal counsel outside the city merit system to advise and defend them in their respective capacities as council members and in the pursuit of the operation of government.”

6. It is the Council’s information that during or just before the work week of April 8-11, 2024, City of Mobile Police Department Chief Paul Prine (“Chief Prine”) emptied his office of personal belongings and failed to report to duty. It is the Council’s further information that this was in connection with discussions or negotiations between the City and Chief Prine regarding his retirement and/or resignation.

7. On or about April 9, 2024, Chief Prine was placed on Administrative Leave by the Mayor of Mobile, Sandy Stimpson. (“Mayor Stimpson”). The same day, Chief Prine

began to give interviews and/or statements to media outlets making a number of troubling allegations, including:

- (i) improper administration of the Mobile Police Department;
- (ii) lack of control over the Mobile Police Department intelligence division also referred to the MPD Cyber or the Gulf Coast Technology Center;
- (iii) alleged failures or deficiencies in the “ShotSpotter” program and the commissioning of a peer review or other investigation of same by 321z Insights, LLC via Council resolution 21-1249 in November of 2023;
- (iv) failure of the City to address or resolve written grievances filed by Chief Prine;
- (v) collusion between City officials and/or third parties in an attempt to silence or else remove Chief Prine from his position;
- (vi) improper attempts to control or run the Mobile Police Department by members of the City Administration outside the Mobile Police Department; and
- (vii) allegations that contracts have been improperly entered into without the consent of the Mobile City Council.

8. The Council is mindful that its investigatory powers should be reserved for only the most serious matters.

9. Given the (i) severity of the complaints made by Chief Prine combined with (ii) the sensitivity and importance of his position, (iii) the fact that pursuant to section 11-4C-38(a) of the Zoghby Act a City Police Chief may only be hired or removed involuntarily by recommendation of the Mayor and the approval of five Council members, and (iv) the public and accusatory fashion in which the complaints were made, the Council believes an investigation of these allegations is warranted so that the Council has a full and unfettered understanding of the facts underlying Chief Prine’s complaints.

10. If the cause of and truth or falsity of these complaints are not fully investigated and addressed, the potential exists for malaise and loss of efficiency at the Mobile Police Department as well as the City Administration more broadly, and an erosion of and loss of public confidence in the City of Mobile.

11. It is not the intent of the Council to duplicate, bypass, or supersede any internal investigations by the City or any outside parties. Rather, the Council seeks to

establish to its own satisfaction and on its own authority facts that can be the basis for further discussion, legislation, or any other steps which may be necessary and proper.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA AS FOLLOWS:

12. That the President of the Council shall appoint an Investigative Committee, composed of the Council Committee of the Whole, to direct an investigation into the specific allegations that Chief Prine has raised with his public statements the week of April 8-12, 2024 and summarized above in paragraph seven;

13. That the Investigative Committee appoint an attorney duly licensed in Alabama and having the requisite training and expertise to undertake such a matter to serve as Special Counsel to the Investigative Committee;

14. That the Investigative Committee, in conjunction with the Special Counsel, shall establish the parameters of the investigation and a budget for same to include an appropriate rate of hourly compensation for the Special Counsel;

15. That the Investigative Committee shall file a full report with the Council setting forth its findings and recommendations within ninety (90) days of the adoption of this resolution.

ADOPTED:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to remove Paul O. Prine from the office of Police Chief, pursuant to Section 11-44C-38(a) of the Code of Alabama

Amount of Contract:

n/a

Effective Date of Contract:

4/30/2024

Funding Source

Project # Resolution pursuant to Section 11-44C-38(a) of Alabama Code

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution pursuant to Section 11-44C-38(a) of Alabama Code	Resolution Letter	4/18/2024

REVIEWERS:

Department Reviewer	Action	Date
Legal Barfield, Becky	Approved	4/18/2024 - 2:47 PM
		4/18/2024 - 2:49

Legal
Mayors
Office

Kern, Chris
Barber, James

Approved
Approved

PM
4/18/2024 - 3:16
PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that upon recommendation of Mayor William S. Stimpson, and with the approval of five Council members, Paul O. Prine is removed from the office of Police Chief, pursuant to § 11-44C-38(a) of the Code of Alabama.

Adopted:

City Clerk

\\Citylawsrv\cycom\WPDocs\D011\P005\00125433.doc



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Donohoo Chevrolet LLC for five 2024 Chevrolet Tahoe 4WD PPV SUVs for MFRD.

Motor Pool capital

Amount of Contract:

\$263,885.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20240418 Donohoo Agenda Package POs	Cover Memo	4/18/2024

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	4/18/2024 - 1:58 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>7418</u>	2024	(1510) FIRE ADMINISTRATION	FIVE 2024 CHEVROLET TAHOE 4WD PPV SUVS FOR MFRD (SEALED BID 5840, NEGOTIATED PRICE W/VENDOR AFTER NO BIDS RECVD)	\$263,885.00	(<u>293039</u>) <u>DONOHOO</u> <u>CHEVROLET LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007418-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 1
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Vendor DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW FORT PAYNE, AL 35967 Tel#256-273-4862 Fax 256-845-6974	Ship To MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/16/24	293039				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
001 TRUCK SPORT UTILITY VEHICLE (SUV) AS FOLLOWS: Additional Description Notes ----- STOCK 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial In the color: Summit white Vendor Item Inventory Item/Loc 724	5.00 EACH	52075.00000	260375.00
1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP.			260375.00

Ship To
 MOTOR POOL - ATTN: SEAN CLARK
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 MOTOR POOL - ATTN: SEAN CLARK
 770 GAYLE STREET
 MOBILE, AL 36604

002 FREIGHT	5.00 EACH	702.00000	3510.00
Vendor Item Inventory Item/Loc 14009			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007418-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 2
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Vendor DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW FORT PAYNE, AL 35967 Tel#256-273-4862 Fax 256-845-6974	Ship To MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/16/24	293039				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP.			3510.00

Ship To
 MOTOR POOL - ATTN: SEAN CLARK
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 MOTOR POOL - ATTN: SEAN CLARK
 770 GAYLE STREET
 MOBILE, AL 36604

[Requisition Link](#)

Requisition Total	263885.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP01522 .VEHICLEEXP.	263885.00	108562.56

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120. MOTOR POOL EXP	263885.00	13772288.02
VEHICLE ACQ (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Approved	04/04/24	CHARLES SUMRALL	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007418-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved
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Page 3

Vendor
 DONOHOO CHEVROLET LLC
 1000 GREENHILL BLVD NW

Ship To
 MOTOR POOL - ATTN: SEAN CLARK
 770 GAYLE STREET

FORT PAYNE, AL 35967

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

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

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 MOTOR POOL - ATTN: SEAN CLARK
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/16/24	293039				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
Approved	04/17/24 CHARLES SUMRALL			
Approved	04/05/24 SHONNDA SMITH			
Approved	04/05/24 CHERI BOUCHER		Auto approved by: 910518244	
Approved	04/17/24 SHONNDA SMITH			
Approved	04/17/24 CHERI BOUCHER		Auto approved by: 910518244	
Approved	04/15/24 DONALD ROSE		Auto approved by: 9105paij	
Approved	04/15/24 SANDRA LEWIS		Auto approved by: 9105paij	
Approved	04/15/24 STEVEN KRONINGER		Auto approved by: 9105paij	
Approved	04/15/24 SAMANTHA COOLEY		Auto approved by: 9105paij	
Approved	04/15/24 JOHN PAINE			
Approved	04/15/24 MICHAEL SPAFFORD		Auto approved by: 9105paij	
Approved	04/18/24 DONALD ROSE		Auto approved by: 9105paij	
Approved	04/18/24 SANDRA LEWIS		Auto approved by: 9105paij	
Approved	04/18/24 STEVEN KRONINGER		Auto approved by: 9105paij	
Approved	04/18/24 SAMANTHA COOLEY		Auto approved by: 9105paij	
Approved	04/18/24 JOHN PAINE			
Approved	04/18/24 MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
 Signature

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 changed 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 an exemption certificate will be issued in lieu of same. The City is exempt from the State of 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) 208-7462 or cityofmobile.org/business-license-overview/
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 may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 Vendor must have: - Sold police package Tahoes in the last 12 months. - Access to Fleet Police vehicle pricing. Vendor shall submit bids prior to 4:45 pm, Tuesday, September 5, 2023. Bids may be submitted and received via UPS, FedEx or in-person to 205 Government Street, 4th Floor, South Tower, S-408, Mobile, AL 36644; or electronically to purchasing@cityofmobile.org. Electronic bid documents must be in PDF form—signed and dated. Faxed bid responses will NOT be accepted. The City will issue a Purchase Order on Wednesday, September 6, 2023. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. For questions: Contact the City of Mobile Purchasing Department at 251-208-7434 or email at: 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 competed order.



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to MetalCraft Marine US, Inc for one 8M Interceptor rapid-response rescue boat for MFRD.

2023 Port Security Grant Program

Amount of Contract:

\$364,144.60

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20240417 MetalCraft Agenda Package POs	Cover Memo	4/17/2024

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	4/18/2024 - 1:59 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>7131</u>	2024	(1510) FIRE ADMINISTRATION	ONE 8M INTERCEPTOR RAPID-RESPONSE RESCUE BOAT FOR MFRD (GSA CONTRACT, RFP 5870)	\$364,144.60	(<u>295604</u>) <u>METALCRAFT</u> <u>MARINE US INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007131-00 FY 2024 Acct No: 5309.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Released	Page 1
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Vendor
METALCRAFT MARINE US INC
583 BROADWAY ST EAST

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

CAPE VINCENT, NY 13618

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

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

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/28/24	295604				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

Changes to the work specified in this Purchase Order may be made only by specific direction of the City Purchasing Agent via a new Purchase Order or a Change Order to the Purchase Order. Additional work done by the Vendor absent such specific tasking is done at the Vendor's own risk of non-payment.

001	RAPID RESPONSE RESCUE BOAT: As per City of Mobile RFP 5870, Mobile Fire Rescue Rapid Response Rescue Boat and your responsive proposal dated February 20,2024. Provide 8M Interceptor as per your drawing no. 8MINT-81379-801-001. Pricing and terms per GSA Contract 47QSWA20D000E, as supplemented by your proposal. Payment terms (upon presentation of Invoice and City confirmation of work completion): 10% Initial payment for lead parts 20% On your receipt of Main Cut Parts 30% On your completion of Metal Structure 30% On your receipt of engines to assembly site 10% On final acceptance by City in Mobile, AL Vendor Item	1.00 EACH	364144.60000	364144.60
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1 5309.30.15.0000.0000.1530.0000.0000.47120.
E G-PDPORT23.INVJUST1 .FIREBOAT .

364144.60

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007131-00 FY 2024 Acct No: 5309.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Released	Page 2
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Vendor
METALCRAFT MARINE US INC
583 BROADWAY ST EAST

CAPE VINCENT, NY 13618

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

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

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
03/28/24	295604				FIRE ADMINISTRATION

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

Requisition Link

Requisition Total 364144.60

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

Account	Amount	Remaining Budget
E G-PDPORT23.INVJUST1 .FIREBOAT .	364144.60	.00

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

Account	Amount	Remaining Budget
5309.30.15.0000.0000.1530.0000.0000.47120.	364144.60	3814881.31
PORT SECURITY GRANT EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Approved	04/15/24	TRAVIS MARSHALL	Auto approved by: 910520251
Approved	04/15/24	LAPORTSIA NETTLES	
Approved	04/15/24	SHAUNAGYE SIMMS	Auto approved by: 910520251

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007131-00 FY 2024 Acct No: 5309.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Released
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Page 3

Vendor
 METALCRAFT MARINE US INC
 583 BROADWAY ST EAST

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

CAPE VINCENT, NY 13618

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

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

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/28/24	295604				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
Approved	04/15/24 RANDY THREADGILL	Auto approved by:	910520251	
Queued	04/15/24 DONALD ROSE	Auto approved by:	910520251	
Queued	04/15/24 SANDRA LEWIS	Auto approved by:	910520251	
Queued	04/15/24 STEVEN KRONINGER	Auto approved by:	910520251	
Queued	04/15/24 SAMANTHA COOLEY	Auto approved by:	910520251	
Queued	04/15/24 JOHN PAINE	Auto approved by:	910520251	
Queued	04/15/24 MICHAEL SPAFFORD	Auto approved by:	910520251	

Authorized By: _____ Date: _____
 Signature

Weighted Scoring by Category
City of Mobile RFP 5870
MFRD Rapid Response Rescue Boat

Vendor & Boat	Quals/Experience	Design	Schedule/Plan	Warranty/Support	Pricing	Total Score
Lake Assault 26' Rescue Boat	8	7	5	10	15 \$414,997.93	45
MetalCraft 8M Interceptor	10	27	8	20	30 \$364,144.61	95
North River 26' Liberty Center Console T-top	5	17	10	5	5 \$476,624.90	42
Silver Ships Freedom 28	10	20	3	15	20 \$404,334.64	68
Silver Ships Freedom 30	10	27	3	15	10 \$458,954.64	65
Silver Ships AM800	10	10	3	15	25 \$385,318.64	63



City of Mobile
Request for Proposals
Addendum 1 to RFP 5870

Rapid Response Rescue Boat
Mobile, Alabama Fire Rescue Department

The City of Mobile is seeking proposals for design, construction, delivery and warranty support of a rapid-response rescue boat. The City is providing this Addendum 1 to clarify some specifications and respond to questions received regarding the original RFP.

The due date for written proposals remains 5:00 pm, February 22, 2024.

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

A. **QUESTIONS AND ANSWERS**: The following are questions that have been received and City responses to those questions. The questions are included generally verbatim as received relating to the overall RFP requirements where the City determined that an answer to all potential proposers was merited. Where proposers remain unclear or uncertain of the City's requirements, proposers are to use judgment as to the City's intent, and state any questions or assumptions made in interpreting the City's RFP. All timely submitted RFPs will be fully considered and scored by the City.

1. The RFP required that this procurement be purchased off GSA or an approved purchasing cooperative. If a proposer is waiting on GSA contract number which could take a couple of months to complete, will the City accept such a proposal without having a GSA contract?

Answer: The City will not consider proposals that do not have a GSA or approved cooperative contract at the time of proposal submission unless the proposal documents an expectation of such an award in the near future. Such documentation in the proposal should provide their best estimate as to their GSA or cooperative award timing. That said, an active GSA or approved cooperative contract will be required at the time of purchase, and that timing will be factored into the City's evaluation and scoring. The City may reject, or provide a lower score to, in its sole discretion, a proposal without reasonable, reliable assurance of timely compliance with this specification.

2. Given the relative openness of the specification, some vendors may have a number of vessel variants that will meet the specification as written. This

includes more than one model, as well as multiple lengths. Are bidders allowed to submit more than one separate proposal? It would be our intent to offer each proposal as a standalone submission and not submit only a single submission with multiple options priced in order to avoid any confusion.

Answer: Proposers can submit a single proposal with options or multiple proposals.

3. Paragraph 2.1.5 requires Fire Pump Capacity: 250 gallons per minute at 100 psi. Is 250 gallons per minute at 85-90 psi acceptable?

Answer: The City prefers proposed vessels to meet or exceed the specification as written. Proposals with a lower psi specification will be considered if adequately documented as to its performance equivalence in the proposal.

4. Paragraph 2.2.3 requires One detachable manual master stream turret at bow, one gated 2-1/2" discharge for firefighting and dewatering: Can you clarify the location of the gated 2-1/2" discharge?

Answer: The 2 1/2" gated discharge shall be located at or forward of the front of the center console.

5. Paragraph 2.3.8 requires Inside storage for one non-collapsible de-watering hose (vendor supplied). Is the vendor responsible for supplying the storage and dewatering hose or just storage for dewatering hose?

Answer: Vendor will supply both the inside storage and the dewatering hose.

6. Paragraph 2.3.10 requires Zip Wake automated trim tabs, or equivalent: Are electric linear actuated tabs with auto leveling control acceptable if vessel design does not allow for sufficient sized Zipwake tabs?

Answer: The City may accept alternative equivalent trim tab designs, which may include electric linear actuated tabs with auto-leveling control, if the proposal demonstrates the performance equivalence required.

7. Paragraph 2.3.17 requires Sandblasted zero maintenance non-skid on main deck. Is roll on non-skid or diamond plate flooring an acceptable alternative to sand blasted non-skid decks?

Answer: The City may accept alternative equivalent non-skid decks, if the proposal demonstrates the performance equivalence required.



CITY OF MOBILE
REQUEST FOR PROPOSALS (RFP)
RFP 5870



RAPID RESPONSE RESCUE BOAT
CITY OF MOBILE, ALABAMA, FIRE RESCUE DEPARTMENT
RESOLICITATION OF PROPOSALS

The City of Mobile is seeking proposals for design, construction, delivery and warranty support of rapid-response rescue boat. This RFP cancels and replaces RFP 5850.

Written Proposals Due:

5:00 pm, February 22, 2024

US Mail Address

RFP 5870
City of Mobile
Procurement Department
PO Box 1948
Mobile, AL 36633

Package & Hand Delivery:

RFP 5870
City of Mobile
Procurement Department
205 Government Street
4th Floor South Tower, Room 408S
Mobile, AL 36644

Questions due to Purchasing@CityofMobile.org: 5:00 pm, February 14, 2024.

Proposals must be submitted in a sealed envelope with at least one signed original and one electronic copy (CD or thumb-drive). The outside of the envelope must be marked "City of Mobile RFP 5870."

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

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

1. GENERAL INFORMATION

- 1.1. The City of Mobile ("City") is soliciting proposals for the design, construction, delivery, and support of a rapid-response rescue boat for the Mobile Fire-Rescue Department (MFRD). Proposers must hold a current General Services Administration (GSA) or other Alabama-Examiner-of-Public-Accounts-approved cooperative ("cooperative") purchasing contract for such a boat, and are to quote pricing and contract terms consistent with, or more favorable to the City than, those of the GSA or cooperative contract.

- 1.2. The MFRD is responsible for fire suppression and rescue activities within the Port of Mobile, Northwest Mobile Bay, and its tributaries. The MFRD currently operates two vessels: a 43' fireboat, and a 28' rigid hull inflatable rescue boat.
- 1.3. The MFRD seeks to replace its 28' rescue boat with an equivalent size, rapid-response, foam or hybrid-foam collar rescue boat, and is seeking proposals to design, fabricate, and deliver the replacement boat.
- 1.4. Internal analysis of the MFRD's needs and experience in marine fire suppression have allowed the MFRD to develop general characteristics of the size and capabilities of the rapid response rescue boat.
- 1.5. This contract is being funded in whole or part with a Federal Port Security Grant. The contract terms required by 2 CFR 200 are incorporated into the terms of this RFP and will be included in any purchase documents. Those specific terms can be found in **Exhibit A** to this RFP.
- 1.6. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, respondents (or anyone on their behalf) are prohibited from communicating with the City staff and City elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in respondent's disqualification from award consideration. Questions at any time regarding this requirement may be addressed in writing to Purchasing@CityofMobile.org ."
- 1.7. This City previously issued RFP 5850 with similar requirements, but elected not to award from the RFP. The City is resoliciting with updated specifications and scoring weights.
2. SPECIFICATIONS. Proposers are to submit a boat designed to conduct rapid-rescue and fire response on Mobile Bay and its adjoining rivers. The City desires a proven boat design with the following minimum specifications.
 - 2.1. Size and capacity:
 - 2.1.1. Size: 26' or greater length overall.
 - 2.1.2. Speed: 45 knots or greater (fully loaded with fuel and standard equipment).
 - 2.1.3. Propulsion: Twin outboard motors, 250hp or greater each, Suzuki or Yamaha four-stroke with fly-by-wire throttle and shift controls.

- 2.1.4. Fire Pump: One marine grade pump powered by gasoline engine with fuel supply from vessel fuel tank.
- 2.1.5. Fire Pump Capacity: 250 gallons per minute at 100 psi.
- 2.1.6. Fuel Capacity: 200 gallons minimum.
- 2.2. General Functional Requirements:
 - 2.2.1. Chemical, biological, radiological, nuclear, explosive (CBRNE) detection capability.
 - 2.2.2. CBRNE detection to Include portable detector (customer supplied) and Lorus Mini Rad or equivalent (vendor supplied).
 - 2.2.3. One detachable manual master stream turret at bow, one gated 2 ½" discharge for both firefighting and dewatering.
 - 2.2.4. Convenient means of access/egress to the water for repeated entry to facilitate water rescue. This will consist of diver cut outs/doors on port and starboard large enough for a Stokes litter to pass freely through.
- 2.3. General Hull and Structural Characteristics:
 - 2.3.1. Center console with T-top
 - 2.3.2. Aluminum hull, console, and T-top
 - 2.3.3. Windshield with removable side curtains
 - 2.3.4. Two forward facing shock mitigating seats at helm with bench or folding seats to accommodate a total of four crew.
 - 2.3.5. Self-bailing capability with provision to prevent water ingress from scuppers.
 - 2.3.6. Compartmentalization or flotation sufficient to keep the vessel afloat in the event of largest compartment flooding.
 - 2.3.7. Inside storage for two 50' lengths of rolled 1 ¾" hose and one 15' length of rolled 2 ½" hose to discharge water when de-watering (customer supplied).
 - 2.3.8. Inside storage for one non-collapsible de-watering hose (vendor supplied).
 - 2.3.9. Storage for one folding stainless steel stokes litter (vendor supplied).
 - 2.3.10. Zip Wake automated trim tabs, or equivalent.
 - 2.3.11. Side mounted, removable dive ladder to mount to port or starboard sides at diver cutout/door.
 - 2.3.12. 30" ring buoy with bracket and light (vendor supplied).
 - 2.3.13. Wrap around solid or hybrid foam wing collar, Gilman fender, or equivalent.
 - 2.3.14. Tow post.
 - 2.3.15. Outboard protection from tow line.
 - 2.3.16. Epoxy anti-fouling bottom paint.
 - 2.3.17. Sandblasted zero maintenance non-skid on main deck.
 - 2.3.18. Orbital sanding of non-painted aluminum hull and superstructure.
 - 2.3.19. Sacrificial hull anodes with galvanic isolator and anti-corrosion meter.
 - 2.3.20. Colors, markings, and lettering consistent with MFRD emergency vessels and apparatus.
- 2.4. General Auxiliary Systems:

- 2.4.1. Saltwater wash down capability.
- 2.4.2. Automatic bilge pump(s) with an audible bilge alarm.
- 2.4.3. Interior storage for ground tackle (vendor supplied).
- 2.4.4. Appropriate size commercial aluminum trailer (vendor supplied).
- 2.5. General Electrical System Requirements:
 - 2.5.1. Engine power sufficient to run the vessel electronics and accessories.
 - 2.5.2. Shore power for battery maintainers with cord (vendor supplied).
 - 2.5.3. LED Emergency warning lights, interior/exterior illumination (red LED deck lights), and mounted spotlight.
 - 2.5.4. Green LED underwater lights at side dive doors and at stern.
- 2.6. General Command and Control System Requirements:
 - 2.6.1. Raymarine AXIOM Pro package with one 12" display and one 9" display, dome radar, GPS antenna, heading sensor, side scan, 3D imaging, and Chirp sounding/dual sensor. Any proposed Raymarine products must meet or exceed what is listed in this package.
 - 2.6.2. Raymarine AIS5000 with Blueforce tracking and encrypted text messaging.
 - 2.6.3. FLIR M332 with JCU-2 controller.
 - 2.6.4. Two marine VHF radios with antennas.
 - 2.6.5. Single Harris XL-200m Multiband radio with antenna (customer supplied) (vendor installed).
- 2.7. Additional Details:
 - 2.7.1. Proposed vessel pricing must include delivery to Mobile, Alabama.
 - 2.7.2. Proposer must hold a current GSA or Alabama Examiner of Public Accounts approved cooperative purchasing agreement for the offered solution and must quote such pricing in its proposal. A listing of approved cooperatives may be found here: <https://alison.legislature.state.al.us/epa-purchasing-coops>.
 - 2.7.3. Proposed vessel shall be of a proven design. The proposer must have built a minimum of five rapid response rescue boats of the approximate required design, size, and performance within the last five years. These five vessels must be of a similar configuration and capability as the vessel proposed.
 - 2.7.4. All boat components will have reasonably available replacement parts.
 - 2.7.5. The vessel shall comply with all relevant government regulations and industry standards governing the design, operation, and navigation of vessels.
 - 2.7.6. Proposer must provide City access to manufacturers sea-trials (City will fund City employee travel), with pre-delivery acceptance testing in Mobile, Alabama.
 - 2.7.7. Proposer must provide three days of post-delivery personnel training to cover all three MFRD shifts of assigned boat crews.
 - 2.7.8. Proposer must provide all manuals, operator instructions, and maintenance requirements.

3. RFP SUBMISSIONS

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

- 3.1. Cover Letter. On firm letterhead, provide:
 - 3.1.1. Company name, principal contact, providing the name, title, street address, email address, and phone number as well as all persons authorized to represent the respondent.
 - 3.1.2. Brief company description
 - 3.1.3. Reservations or comments regarding this RFP.
 - 3.1.4. Any proposed license agreements, disclosures, or contract terms.
- 3.2. Qualifications and Experience. Provide the information regarding your team, your construction facility and processes, and other similar rapid response vessels that you have built and delivered.
 - 3.2.1. Leadership and Operating Team: relevant qualification and experience summaries, especially in the design, production, delivery, and support of similar response vessels to that sought in this RFP.
 - 3.2.2. Experience. List of at least five similar representative vessels you've built, including description and photo, when it was delivered, and your customer's name and point of contact.
 - 3.2.3. Relevant Strengths. Provide any special efficiencies, processes, or materials, or performance advantages associated with your design, production, delivery, or support.
 - 3.2.4. Subcontractors and Major Suppliers. Provide information on your major suppliers or subcontractors, with special recognition of disadvantaged business enterprises you use or intend to use for this project. Complete the City of Mobile Major Supplier and Subcontractor worksheet in **Exhibit B** and include it with this section.
- 3.3. Your Proposed Vessel. Tell us about the vessel you are proposing:
 - 3.3.1. Provide preliminary design drawings, diagrams, material data sheets and test reports, as applicable. Indicate whether any significant design changes need to be made to your representative prior builds from paragraph 3.2.2.
 - 3.3.2. Describe any unique and important qualities or features incorporated into the product which set it apart from the other available products, the reasons for submitting the product model selected for consideration, and a description of why this product will meet the needs of the MFRD.
 - 3.3.3. Describe any patents, copyrights, or licensing agreements applicable to the product.
 - 3.3.4. Provide alternate build options and relative merits.
- 3.4. Schedule, Construction and Delivery Plan. Provide an estimated timeline for the design, fabrication, and delivery for the proposed boat submitted for consideration by the MFRD in response to this RFP. Indicate how you intend to provide

construction updates, your delivery process, including sea trials, and training process. The City does not have a minimum required delivery date, but will expect a realistic, aggressive, efficient, transparent and responsive build and delivery process.

- 3.5. Warranty & Support. Describe your warranty for the vessel and its components, and how you will provide technical assistance, maintenance, and support. Include:
- 3.5.1. Maintenance service intervals for key components.
 - 3.5.2. Recommendation on how the City should complete extended maintenance or how proposer could provide extended maintenance services.
 - 3.5.3. Digital maintenance plans, records, and schedules available for use in asset management software, and potential compatibility with the City's NEXGEN Asset Management software.
- 3.6. Price and Contract Terms. Provide a comprehensive price list for the proposed vessel, compliant with GSA or cooperative pricing clearly referencing the GSA or cooperative contract(s) you are using. Include pricing for optional items and service plan, warranty, or extended warranty or maintenance options. Include any prepayment, partial payment, or discount options, and itemize any inclusive or separately billed travel for City or contractor representatives.

4. METHOD OF SELECTION

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

further assures that every effort will be made to ensure non-discrimination in all of its programs and activities.

- 4.5. The City will conduct an evaluation of all submitted proposals by a designated selection team. The City may conduct some, all, or no interviews and adjust scoring at its discretion as part of the evaluation process.
- 4.6. The City intends to select the proposal that presents the best value and most capable product meeting the City's price constraints and specifications. As part of the evaluation process, the City, at its sole discretion, may select multiple higher-scoring proposals for further development, clarification, and competitive reconsideration.
- 4.7. Proposals will be evaluated on a 100-point scale according to the following categories and weighting:
 - 4.7.1. Qualifications and Experience: Previous technical experience and competence for both the company and key personnel assigned to this project with respect to vessel construction generally and specific to the fireboat sought by this RFP. Feedback from referenced previous customers may be used to score this category. Capacity to produce a quality vessel and provide support. Thorough completion of Subcontractor and Major Supplier plan.
Scoring Method: 0-100 Points
Weight (Points): 10% of Total
 - 4.7.2. Vessel's Design: Compliance with the required specifications and any enhanced performance features offered. Quality of workmanship, materials, and equipment.
Scoring Method: 0-100 Points
Weight (Points): 30% of Total
 - 4.7.3. Schedule, Construction, Delivery Plan: The Proposer's plan to complete the design and execute the project to completion on or before the date specified by the proposer. Timeliness and likelihood to complete the proposed delivery.
Scoring Method: 0-100 Points
Weight (Points): 10% of Total
 - 4.7.4. Warranty and Support: Warranty terms for the vessel and components used to outfit the vessel to include procedures and guaranteed response times. Extended maintenance schedule and requirements, and proposed plan for City to complete, to include any proposal for proposer to provide extended maintenance services.
Scoring Method: 0-100 Points
Weight (Points): 20% of Total

4.7.5. Pricing: Pricing will be evaluated for overall value for proposed vessel and services.

Scoring Method: 0-100 Points

Weight (Points): 30% of Total.

4.8. The City reserves the right to reject any or all proposals, or to indefinitely extend this proposal opportunity.

4.9. Questions regarding this RFP must be sent by **5:00 pm, February 14, 2024**, by E-mail to Purchasing@CityofMobile.org,. The City intends to post an addendum summarizing questions and answers by **5:00 pm, February 16, 2024**, at www.CityofMobile.org/bids. Vendors may request email notification of addenda by sending an email to Purchasing@CityofMobile.org. Proposers shall assume full responsibility for the timely delivery of the proposals to the location designated for receipt of proposals.

EXHIBITS: A. Federal & City Additional Terms
B. Major Supplier and Subcontractor Plan

EXHIBIT A Federal & City Additional Terms

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

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

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

D. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

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

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

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

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

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

EXHIBIT A Federal & City Additional Terms

(i) the contractor 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 contractor;

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

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

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

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

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

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

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

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

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

EXHIBIT A Federal & City Additional Terms

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 contractor. Following termination upon notice, the contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

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

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

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

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

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

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

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

E. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

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

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

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

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

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another

EXHIBIT A Federal & City Additional Terms

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

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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.

F. ENERGY POLICY AND CONSERVATION ACT STATEMENT

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

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

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

H. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. This type of protest would include, among others, any claim that the solicitation contained exclusionary or discriminatory specifications or conditions, any challenge to the basis of award, any claim that the solicitation documents or the

EXHIBIT A Federal & City Additional Terms

solicitation process violated applicable federal or state law, or any claim that City of Mobile failed to follow the material terms of the solicitation process in the bid. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award, but prior to actual award. All protests shall include the following information:

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

I. CODE OF CONDUCT

- (a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest,

EXHIBIT A Federal & City Additional Terms

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.

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

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

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

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

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

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

EXHIBIT A Federal & City Additional Terms

(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.

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

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

M. INDEMNIFICATION.

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

(b) The successful Contractor will be asked to indemnify the City and hold it harmless from and against all claims, liability, loss, damage, or expense, including counsel fees, arising from or by reason or any actual or claimed trademark, patent, or copyright

EXHIBIT A Federal & City Additional Terms

infringement or litigation based thereon, with respect to the goods or any part hereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

N. INSURANCE AND BONDS

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

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

(b) Comprehensive – General Liability Insurance

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

Bodily injury liability

\$500,000 – each person

\$1,000,000 – each occurrence

(ii) Property damage liability

\$500,000 – each occurrence

Or, in lieu of 1 and 2 above,

(iii) Bodily injury and Property Damage combined

\$1,000,000 – single limit

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

(i) Bodily injury liability

\$250,000 – each person

\$1,000,000 – each occurrence

EXHIBIT A Federal & City Additional Terms

(ii) Property damage liability
\$500,000 – each occurrence

Or, in lieu of a and b above,

(iii) Bodily injury and property damage combined
\$1,000,000.

O. Licenses. The Contractor will be required to obtain and possess all necessary licenses and permits, to include a Certificate of Authority to do business in the State of Alabama and a City of Mobile business license.



EXHIBIT B Major Supplier & Subcontractor Plan



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

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

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

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

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

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

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

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

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



EXHIBIT B Major Supplier & Subcontractor Plan



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

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

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

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

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____ Date: _____

Title: _____

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

Name: _____ Title: _____

Email: _____ Phone: _____



EXHIBIT B Major Supplier & Subcontractor Plan



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

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

FORM 1: Background and Plan (Cont'd)

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

Please Print Company _____ Your Bid/Proposal Amount \$ _____ Date: _____
_____/_____/_____ Description _____
Name of Bidder/Proposer: _____

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only



EXHIBIT B Major Supplier & Subcontractor Plan



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

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone _____ Email _____

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

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



EXHIBIT B Major Supplier & Subcontractor Plan



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

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

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

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

MetalCraft Marine

I N C O R P O R A T E D

February 20, 2024
City of Mobile
Procurement Department
205 Government Street
4th Floor South Tower, Room 408S
Mobile AL 36644

Attention: Don Rose Chief Procurement Officer & Boat Committee
Reference: REQUEST FOR PROPOSALS RFP 5870 RAPID RESPONSE RESCUE BOAT
Executive Summary and Offer

Dear Boat Committee,

We have greatly enjoyed working with the City Of Mobile Personnel, both the Fire Rescue Department & Police Departments have been very professional and great assets in the construction of your first two boats from MetalCraft Marine. Chief Lami and the Boat Committee spent a lot of time and work to get the current Fireboat right for the City of Mobile. The specification is well detailed but open enough for companies to provide unique design features that will benefit the Mobile Fire – Rescue Department (MFRD) and citizens of Mobile with more effective Public Safety.

We greatly appreciate this opportunity to provide a proposal for the City Of Mobile's Rapid Response Rescue Boat. We hope you find our proposal favorable. The boat we are proposing is a fully proven design, the Interceptor 8M (27') high performance RIB is maybe the best performing 27'er in N/America. Certainly the Navy think so, after a test and evaluation period of five Interceptor 8M models that spanned the Covid Pandemic, they ordered 67 units in the 8M and 12M sizes for the Force Protection Program. They recently told us they plan to add 20 units of the 10M size. The previous Navy 8M IN models were delivered in 2015 and 2016 and tested at bases around the world.

The USCG first purchased the Interceptor model back in 2012 with an order of 12 X 36'ers, they recently re-ordered 17 more. We currently have 4 X 8M on order for the RCMP, a third unit for Akwesasne Police, 4 units for US Virgin Islands Police, 1 for CCG Auxiliary, and 1 for OPP.

Two of the largest Naval Shipbuilders in North America also agree that the Interceptor is a stellar design. Bath Iron Works of Maine ordered two of the Navy's cabin version that were delivered this past Spring we have only received good reports from their Security Department. This week we are signing a new Contract with Huntington Ingalls for the Ingalls Shipyard in Pascagoula MS.

We know that your team will appreciate the great performance of this design and MetalCraft will support it with a 2 year bumper to bumper plus 10 year hull warranty. Mobile Police operate a 10M (34') version of the same design and have had great results.

MetalCraft has an extensive program for continued training and ABYC certification for technicians. ABYC has regular training programs at our facility (Now Virtual). These high standards combined with our Quality Management plan has translated into much lower costs for warranty and service than our competitors. Our total cost of warranty in 2023 as a percentage of revenue was 0.19%, 2022 was 0.10%. The industry average is 2-3%. The reality is no one wants to have a service issue at all, so instead of spending \$2-3,000 fixing something far from home, we spend a little extra time installing better equipment and doing it right the first time round.

MetalCraft Marine Inc.

MetalCraft are offering the City of Mobile a **2 year bumper to bumper parts & labor warranty** and we are here to service that warranty, we will set up a local service representative. We have had good results with Furlan Marine who will work with our service techs to correct most things. If he cant fix or find the problem, we're on a plane. As we have included bi yearly visits for the large Fireboat our Master Tech will also check over the Rapid Response Boat. All warranty terms are subject to the individual equipment supplier's terms and conditions.

These are the key item Warranty terms;	Hull weld warranty,	10 years
	Engines warranty,	3 years
	Electronics warranty,	3 years
	Wing Collar,	3 years + 2 years limited
	All other items,	2 years
	Expected boat life to major refit,	25 years

Due to our commitment to building high quality boats with amazingly few service calls we have many repeat customers. The Port of San Diego recently ordered their 6th Fireboat from MCM, the same 43/44 FireStorm Interceptor that Mobile recently received, as did the Port of Corpus Christi who just ordered their 4th boat from MetalCraft. We just delivered your same boat to the City of Perth Amboy, their second MetalCraft and we are building your same model for USVI Fire and Port of Oakland CA. And we hope that Mobile Fire Rescue order their new boat from MetalCraft as well.

**Price as specified in MetalCraft Itemized pricing;
FOB Mobile**

\$ 364,144.61

Terms of our offer are the same as the previous Contract with City of Mobile;

10% upon Contract Signing,
20% receipt of main cut parts,
30% Metal structure complete,
30% Engines on site,
10% upon Final Acceptance in Mobile

MetalCraft Marine is the right choice for your next boat. We want and have earned your business. Together we can deliver a superlative boat that has been tweaked to best meet your needs. In addition to our good service, we are very nice to work with.

We look forward to working with you on this exciting project. Our Mission Statement is simple, 'To design, build and deliver the highest quality boats of superior value on time and at the lowest possible price'. Please contact me if you have any questions.

Thank you for the confidence you have shown MetalCraft Marine.

Respectfully,



Bob Clark
Contracts Manager
1-800-410-8464
613-561-5803 cell

MetalCraft Marine – Company Profile

MetalCraft Marine Incorporated is a fully integrated designer and manufacturer of aluminum high performance fire, rescue, patrol, research, and work boats. The company was established in 1987 and is the leader in custom design and manufacturing of advanced commercial and government vessels that perform dedicated missions. We have built over 1,000 hulls to date and our customers include the US Coast Guard, US Navy, Panama Canal Authority and various Cities and Municipalities around the World.

MetalCraft owes much of its success to new product development. In so many cases, we can thank our customers who have brought new insights from their own experience and worked with us to develop new capabilities for the marine industry. Our contracts represent a partnership with our customers to build solutions that overcome the obstacles that they face in performing their jobs day after day. We continue to develop industry leading products by combining proven hull designs with advanced marine technologies to offer the best value to commercial and government markets. As a vibrant company, we anticipate consistent growth as we listen to our customers and work hard to solve their marine needs.

For going on 35 years, MetalCraft Marine has had steady growth. With 95 employees and 4 build sites – 13,000 square feet for aluminum fabrication and 10,000 square feet for outfit, both in Kingston, Ontario and 20,000 square feet in Watertown and Capevincent, New York for both fabrication and outfit, just South of Kingston.

Our expert design, project management and manufacturing skills are complimented by our proven track record in delivering quality service and maintenance for all our customers. With years of research and development improving our hulls and backed with our industry leading 10 year hull warranty, at MetalCraft Marine we believe there is no better choice within the market for your workboat requirements.

Leadership & Operating Team

Our Company President is Bill Connor.

Bill has been owner and President of Stanley Custom Boats since 1987, became a shareholder in MetalCraft in the early 2000's. Became a Shareholder in the Toronto Boat Show in 2008 during a rescue plan to save the boat show from bankruptcy. Became a Board Member of the NMMA in 2009. Bill bought out the majority shares of MetalCraft Marine from the former President Tom Wroe in March of 2017. Under his leadership the Company is almost debt free and has increased sales revenue by 30% since 2017.

Michael Allen, GM, Michael joined the Company in 2009 as General Manager, having been a GM at an auto parts company that did not survive the great recession. Michaels knowledge of auto production and required infrastructure has been a great asset to MetalCraft. He over saw the implementation of our very solid QA/QC Management Plan and has impressed into our design and production culture that good quality and good service are paramount.

Bob Clark, Contracts Manager, Bob joined the Company in 1991 as boat cleaner, cook (bought the pizza), bottle washer, bookkeeper, sales staff. But most importantly knew how to read rules, laws and contracts. When MCM started with the US Navy in 1998, MCM knew the rules of the DFARs and CFARs and also knew that for the Navy to sign a Contract with a Canadian Company that was going to build the Inshore Boat Unit patrol boats, that a 3 Star Admiral had to sign the Contract to do the work outside of the US. Bob has helped to grow the Company from 4 employees in 1991 to 100 in 2024. He has direct input with the Design, Service, Production, QA, Sales and Management roles of the Company. Like Mike Allen Bob is totally committed to Quality, Service & continuous Innovation.

Sean Thompson, Design Manager, Sean joined MetalCraft 12 years ago and was our second fully degeed Naval Architect, having graduated from South Hampton Solent University in the UK. Sean has improved virtually all of the MetalCraft designs by vastly improved systems design. Sean was co-designer of the incredible Interceptor design, the USCG Long Range Interceptor II and LRI III. Under Sean's leadership MetalCraft has expanded the design department to 9 people including 3 other Naval Architects and several engineers. Sean is a major part of the MCM Management team.

MetalCraft Marine Inc.

Dwayne Brownlee, Project Manager, Dwayne joined MetalCraft 18 years ago and started on the floor as a mechanic and rigger. He has done almost every function on the production floor over many years and grew from a Team Leader to eventually Shop Foreman and moved to Project Manager in 2022. He specifically oversees Interceptor model projects.

MetalCraft Marine

22620 Fisher Road, Watertown, New York



583 Broadway Street East, Cape Vincent, New York



789 Sir John A. MacDonald Blvd., Kingston, Ontario



347 Wellington St., Kingston, Ontario



Reference List of Five Similar Vessels & POCs

Matt Warnicke Business Financial Manager / Assistant Program Manager, US Navy Project Executive Office Ships, PMS 300G, Boats and Craft, 30 X units Towboats, 108 X Units Oil Spill Response (2 models), 67 X Units, Force Protection Patrol Craft (8M & 12M), 154 Units OSR 2. 202-781-5004

Matthew.warnicke@navy.mil

Eric Kruger, Senior Program Mgr Supply Chain, General Dynamics Bath Iron Works, 2 X Interceptor 26', 207-442-3249, Kruger, Eric R eric.kruger@gdbiw.com

Mobile Sheriff's Office, Lt John Angle, 2019 Interceptor 33, 251-208-1274, john.angle@cityofmobile.org

David E. Thompson. Badge Seargent S.A.V.E.Team / Marine Operations, Akwesasne Mohawk Police Service, Akwesasne, (613) 575-2340 Cell: (613) 861-1598, david.e.thompson@akwesasne.ca

Howard Forbes, Director DPNR Enforcement, US Virgin Islands, 340-513-4747,

Howard.forbes@dpnr.vi.gov

Relevant Strengths

MetalCraft's greatest strength is in our very capable employees. We are all team members and all pulling in the same direction, upward. WE pay good wages and expect good results. Our wages rose over the Covid Pandemic and extreme inflation by approximately 30% as we cannot in good conscience expect our employees to go home with less money in their pockets than they made a year earlier due to circumstances beyond their and our control. Inflation was caused by many factors, many that did not originate here. All of our electrical work is done by ABYC certified electricians, all our welding by certified CWB or AWS welders, all of our design by degreed Naval Architects & Engineers.

MetalCraft has put in place a robust production Total Quality Management plan that mimics ISO 9000 but is much more practical and provides immediate results for our customers. We embarked on this plan back in 2014-2015. This system has paid great benefits to our Company and our customers.

Solid financial footing, MetalCraft has grown slowly almost every year since 1991 and never took on large amounts of debt. This is often called organic growth. We believe the adage slow and steady wins the race. We are planning new expansions in both our Watertown NY shop and our Kingston ON shops in 2024-2025. Waiting has provided new affordable opportunities.

Relationships, MetalCraft maintain very good relationships with our customers and our suppliers, we are all partners in building these extreme machines. Most of our good design ideas come from you our customer.

Bob Clark



City of Mobile
Rapid Response Rescue Boat
RFP 5850

EXHIBIT B Major Supplier & Subcontractor Plan



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

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

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

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

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

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

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

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

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

EXHIBIT B Major Supplier & Subcontractor Plan



City of Mobile
Rapid Response Rescue Boat
RFP 5850

 OFFICE OF SUPPLIER DIVERSITY CITY OF MOBILE Subcontracting and Major Supplier Plan Contact Office of Supplier Diversity for questions on completing this form. Via email: Archnique.kidd@cityofmobile.org 251.208.7967 205 Government Street, 5th Floor	
FORM 1: Background and Plan	
Section I. Information about your company	
Company	
Address	
Telephone	
E-Mail	
RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ SDVO _____
	Total # of Employees _____
Subcontractor/Major Supplier Plan submitted by:	
Printed Name: _____	
Signature: _____ Date: _____	
Title: _____	
The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:	
Name: _____ Title: _____	
Email: _____ Phone: _____	
Page 2 of 5 Subcontractor/Supplier Plan rev. 7/29/2021	

GENERAL NOTES

1. ALL DIMENSIONS ARE IN MILLIMETERS, UNLESS OTHERWISE STATED.
2. SOME OPTIONAL ITEMS MAY BE SHOWN/OMITTED. PLEASE SEE PROPOSAL FOR CLARIFICATION.



VESSEL PARTICULARS	
LENGTH OVERALL	31'-1 1/4" [9.734m]
LENGTH MOULDED	26'-4 1/32" [8.027m]
BEAM OVERALL	8'-6" [2.59m]
DEADRISE AFT	22 DEG.
FUEL CAPACITY	175 U.S. GALLONS
ENGINES	2x 300HP SUZUKI ENGINES

SHEET REVISION STATUS AND TITLE INDEX		
3	B0	3D RENDERINGS
2	B0	PROFILE AND PLAN VIEWS
1	B0	TITLE SHEET
SH	REV	TITLE

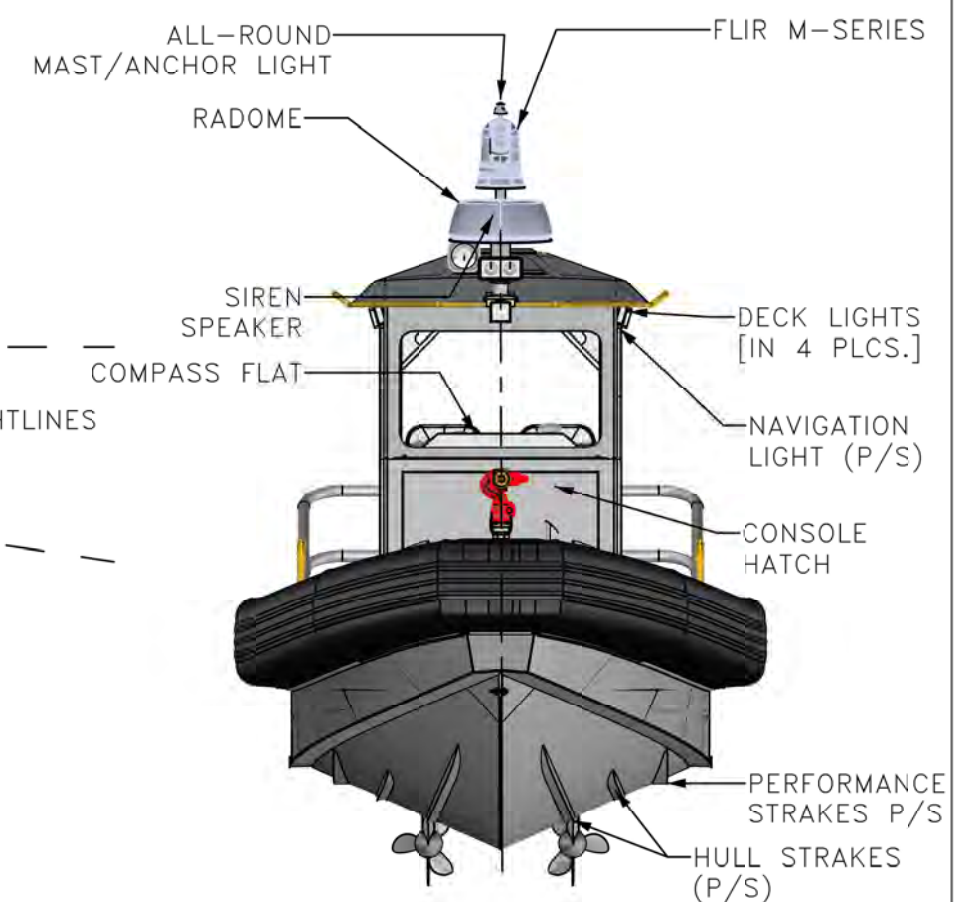
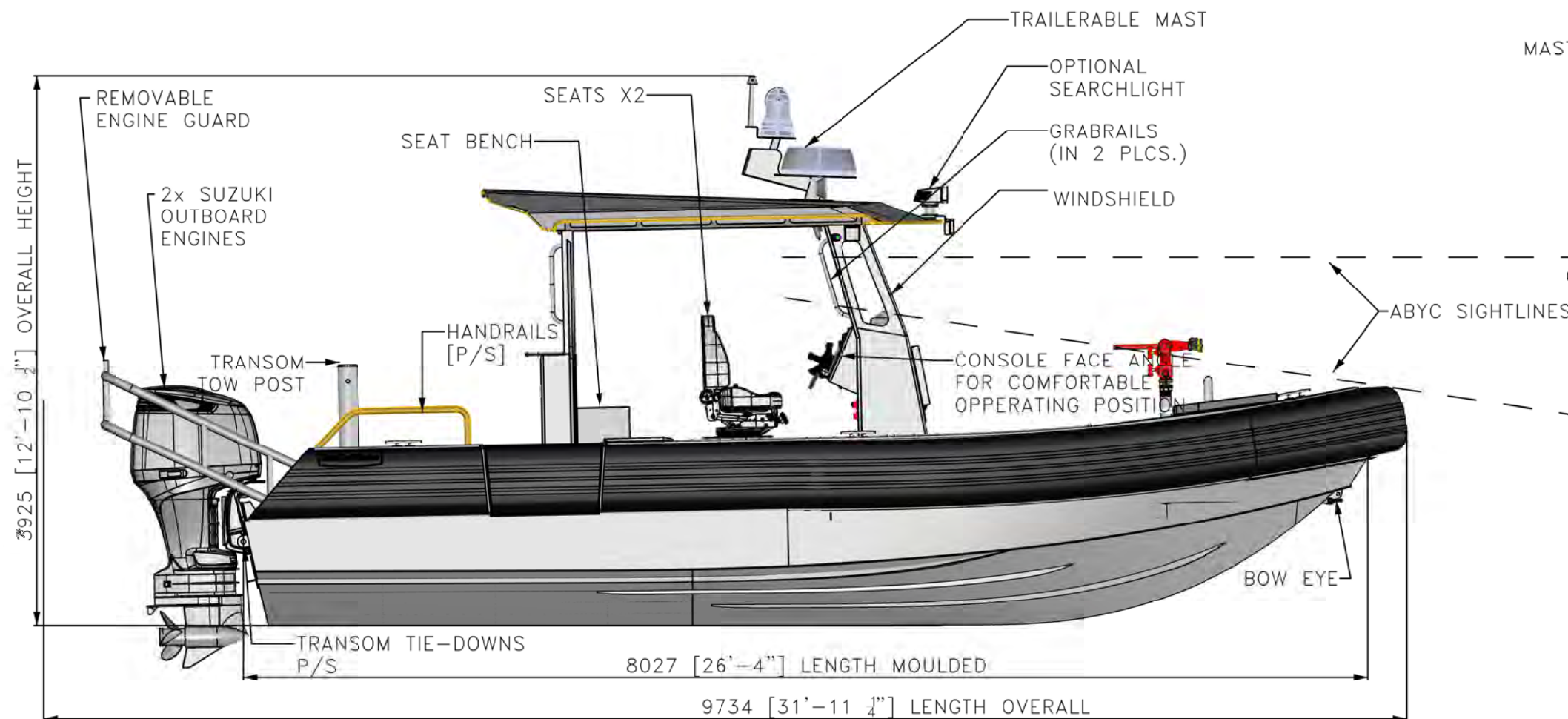
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8M INTERCEPTOR	87-1379
PLAN SET	HULL

REVISIONS

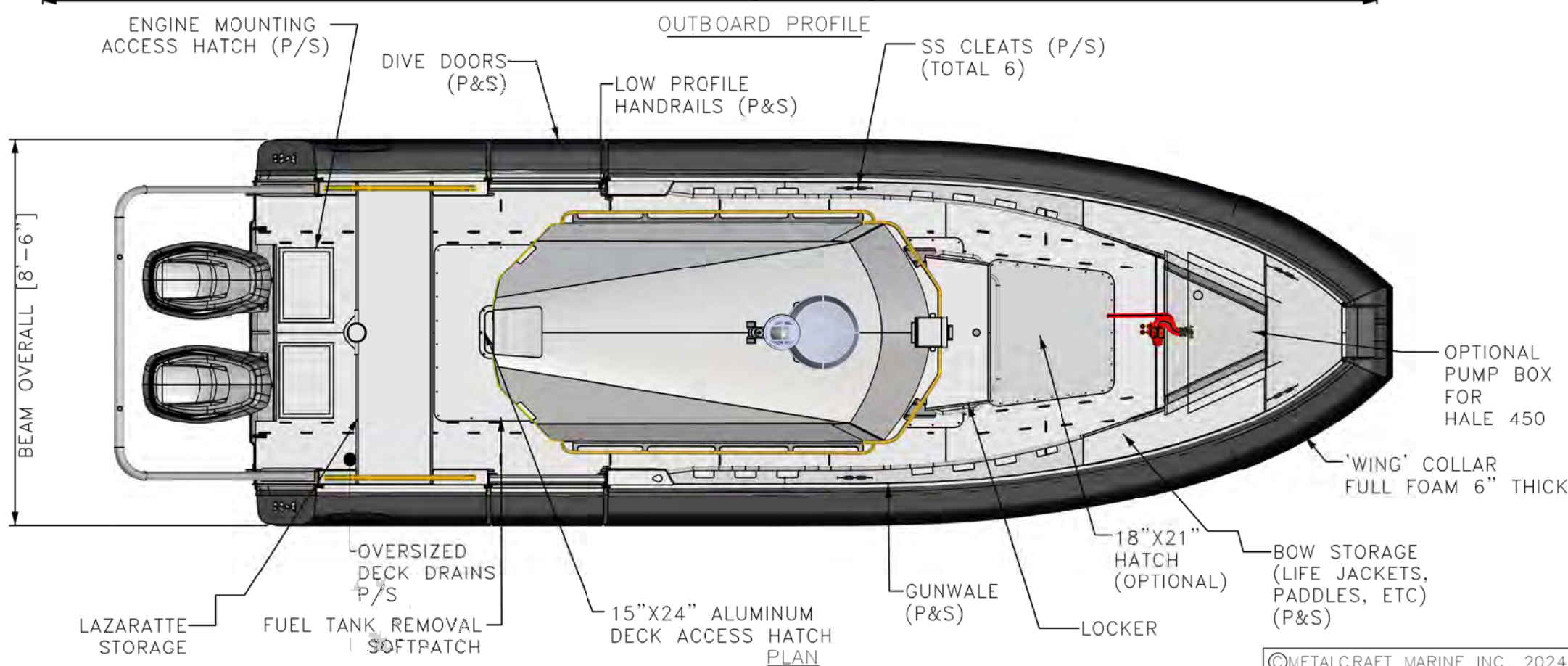
REV	SH	ITEM	DESCRIPTION	DATE	APPVL SIG & ORG
-	-	-	-	-	-
-	-	-	-	-	-

No.	TITLE	DRAWING NO.
REFERENCE DOCUMENTS		
SPECIAL NOTATIONS		
TECHNICAL DESIGNATION		
THIS DRAWING CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF METALCRAFT MARINE INC. AND IS LOANED IN CONFIDENCE WITH THE UNDERSTANDING THAT IT WILL NOT BE REPRODUCED NOR USED IN ANY MANNER WHATSOEVER DETRIMENTAL TO THE BEST INTEREST OF METALCRAFT MARINE INC. AND SHALL BE RETURNED ON DEMAND. DRAWING MAY CONTAIN OPTIONAL ITEMS NOT FORMING PART OF CONTRACT/PROPOSAL. COPYRIGHT OF METALCRAFT MARINE INC. 2024		
METALCRAFT MARINE INC. 347 WELLINGTON ST. KINGSTON, ON K7K 6N7 PHONE: (613) 542-1810 SOLICITATION NO. M6500-232194/A	MCM 8M INTERCEPTOR ENGINEERING AND INTEGRATION SHIPBUILDER DRAWINGS GENERAL ARRANGEMENT TITLE SHEET	
DESIGNED: MCM/s/ 2023-04-13 DRAWN: MM/s/ 2024-02-20 CHECKED: ST/s/ 2024-02-20 APPROVED: BC/S 2024-02-20	SIZE B	FSCM CAGENO. 1T8W7
APPROVAL APPVL SIG /s/ SIGNATORY TITLE	DRAWING NO. 8MINT-81379-801-001	REV B0
SCALE: 1:55		STATUS: PRELIMINARY
SHEET 1 OF 3		

717



BOW ELEVATION



OUTBOARD PROFILE

PLAN

METALCRAFT MARINE

MCM

8M INTERCEPTOR

ENGINEERING AND INTEGRATION
SHIPBUILDER DRAWINGS

GENERAL ARRANGEMENT
SIDE PROFILE AND PLAN VIEWS

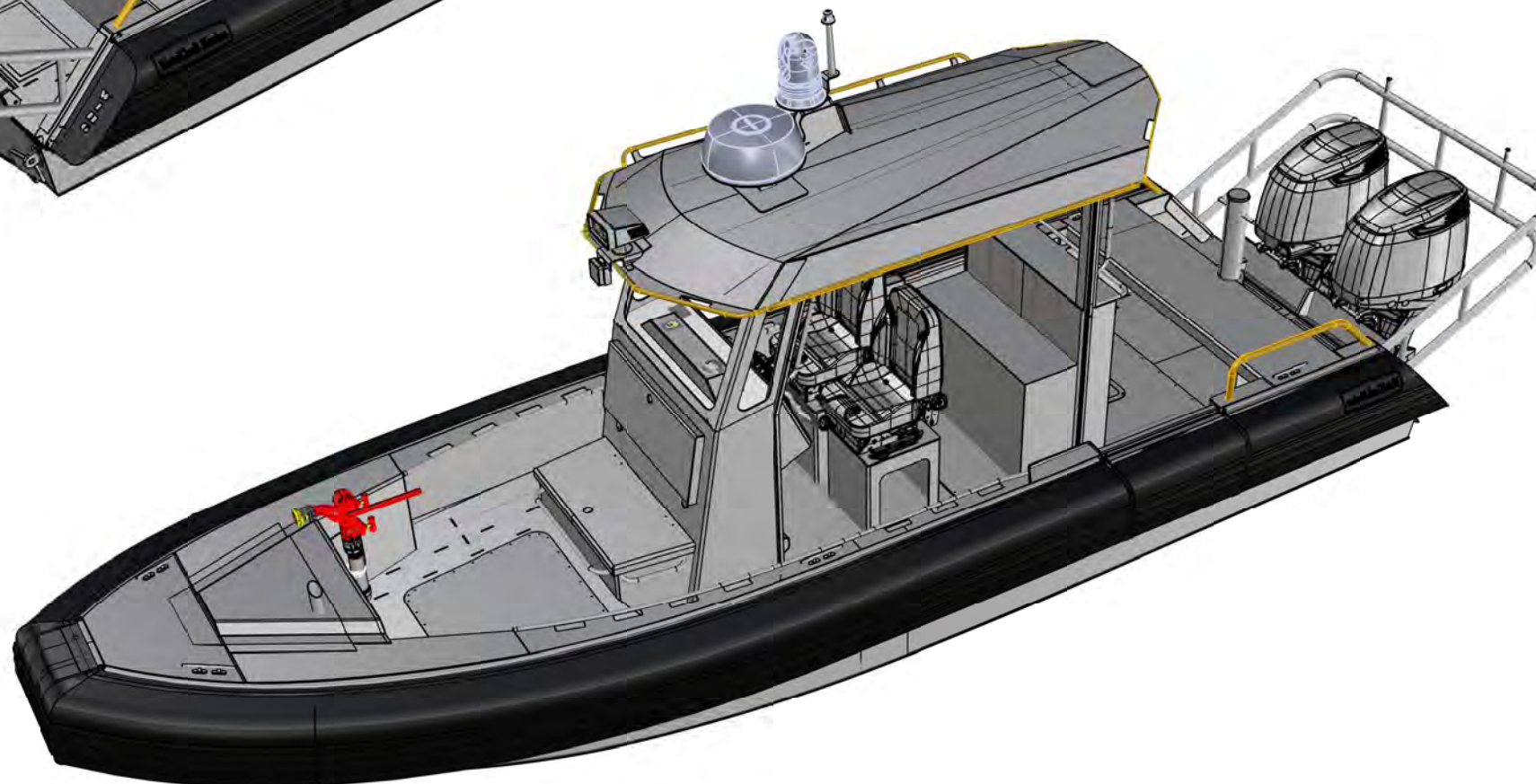
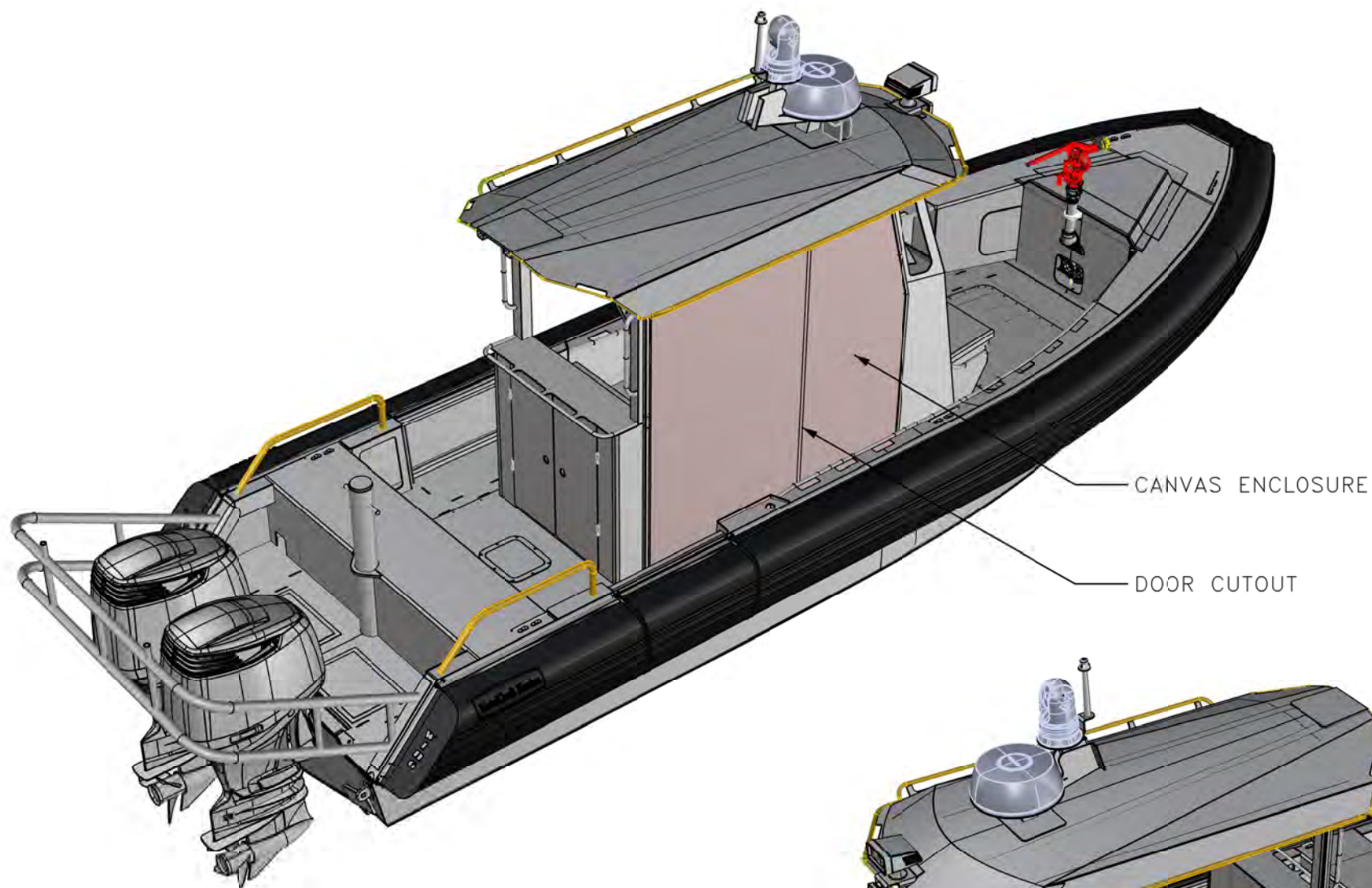
SIZE	FSCM CAGENO.	DRAWING NO.	REV
B	1T8W7	8MINT-81379-801-001	B0

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SCALE: 1 : 40

STATUS: PRELIMINARY

SHEET 2



METALCRAFT MARINE			
MCM			
8M		INT	
INTEGRATION – ENGINEERING SHIPBUILDER’S INFORMATION			
GENERAL ARRANGEMENT 3D RENDERINGS			
SIZE	FSCM CAGE NO.	DRAWING NO.	REV
B	1T8W7	8MINT-81379-801-001	B0
SCALE: N.T.S.		STATUS: RELEASED	SHEET 3

Unique Enhanced Performance Features

The Interceptor Model may be MetalCraft's greatest achievement in design as this date in our history. We have several foreign Governments wishing to buy production licenses as well as a key US Gov't Agency.

We have included our Design Review that covers many unique components of this amazing design. The Interceptor may be the only high performance military vessel that used Computational Fluid Dynamics in its design refinements.

It can out bank and hence turn tighter than almost any boat built, it can bank at 43-44 degrees and does not lose water flow to the outboard prop even though it appears to be airborne from behind.

The large outboard performance strakes provide immediate lift and can get the outboard chines clear of the water at high speeds thus reducing drag and reducing fuel consumption.

You asked for two sided weather protection, we offer three sided completely closed in weather protection with side roll up doors for the operators. (We recommend the addition of a diesel heater mounted in the console for a lot of heat and defrost on those very cold days in Mobile.)

We have included full deck shock mitigating rubber flooring included in the price. The Navy are using this now and cannot believe how useful and long wearing the material is. We have a test piece of this rubber as a door matt in front of our office. It has been there since 2016 and still working great.

Our outboard guard is a real outboard guard and can with stand 2000 lbs of downward force. Recently one of our customers was rammed by smugglers to take out their engines. They were unsuccessful.

The deck meets ABYC quick draining in excess of self draining, yet is low enough that a Fireman could easily reach down to a person in the water in trouble and yank them out onto the deck by himself.

Of note the dive doors are a bit of an issue as they line up with the aft deck locker which supports the T top. Though this is not a perfect solution it must there as the LCG Longitudinal Center of Gravity is critical to good performance and handling. This can be corrected by lengthening the boat with the addition of an outboard bracket and moving the dive doors further aft. This is a reasonable option.

Another very useful option to consider are hydraulic Jack plates. Jack Plates can raise the engines straight up so that the props are actually above the boats bottom for maneuvering in very shallow water with no risk of damage to the props.

Another very useful option to consider is a drop down bow gate and bow ladder for landing on shore.

There is no problem accommodating all the hose you wish to store. The large suction hose for the pump will store under the gunwales on retainer hooks.

Bob Clark

MetalCraft Marine

INCORPORATED

Patents or Copyrights

MetalCraft holds the Copyrights to all of its drawings and designs including the Interceptor design.

VANCOUVER FS-40

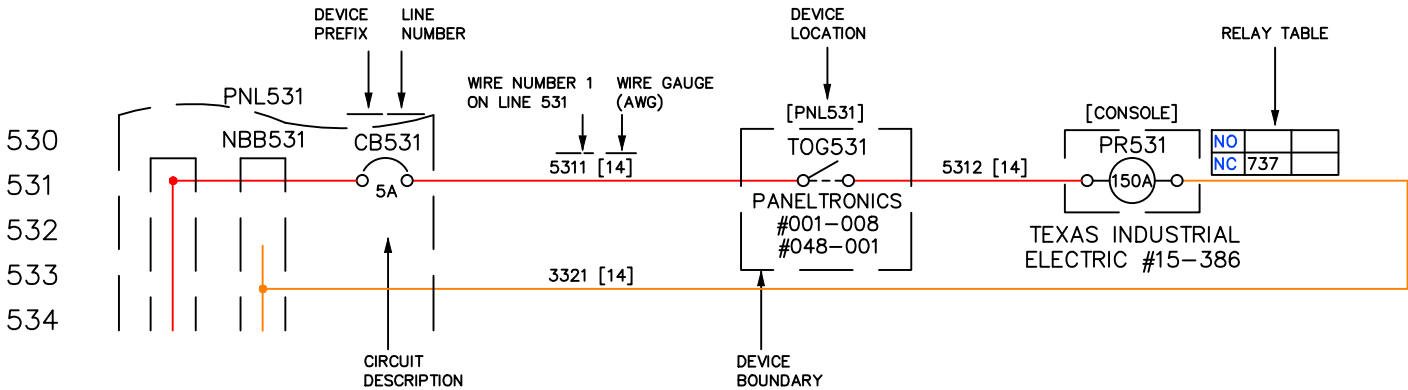
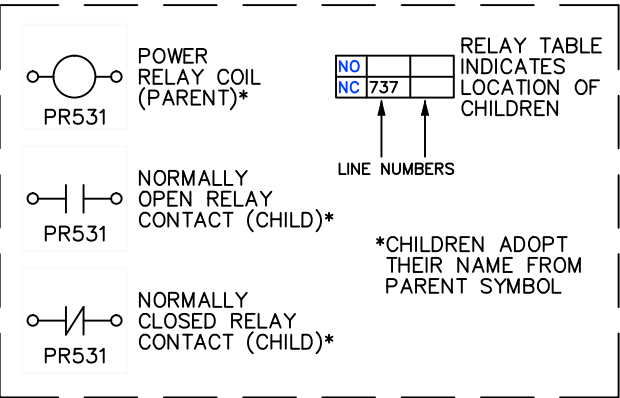
01	–	TITLE PAGE
02	–	LEGEND & SYMBOL LIBRARY
03	–	MAIN POWER
04	–	AC LOADS
05	–	DC LOADS 1
06	–	DC LOADS 2
07	–	DC LOADS 3
08	–	DC LOADS 4
09	–	DC LOADS 5
10	–	BILGE & CONSTANT LOADS
11	–	BATT SW & KEY ON
12	–	ENGINE WIRING AND TRANSMISSION

13	–	FIRE FIGHTING CIRCUITS 1
14	–	FIRE FIGHTING CIRCUITS 2
15	–	VALVES AND MONITORS
16	–	SEAFIRE & CORROSION CONTROL
17	–	FUSE BLOCKS 1
18	–	FUSE BLOCKS 2
19	–	ARCH PLUGS
20	–	MAST PLUGS
21	–	DISTRIBUTION PANELS
22	–	NETWORK DIAGRAM
23	–	SETCOM DIAGRAM
24	–	BONDING SYSTEM

ELECTRICAL SYSTEM DESIGN LOGIC

- DRAWINGS ARE ORGANIZED BY PAGE.
- EACH PAGE HAS TWO COLUMNS OF SEQUENTIAL LINE NUMBERS.
- EACH DEVICE IS IDENTIFIED BY A SYMBOL, DEVICE PREFIX, AND THE LINE NUMBER THAT IT IS INSERTED ON (SEE LEGEND PAGE 2).
- AMPERAGE OF DEVICE IS IDENTIFIED WITHIN THE DEVICE SYMBOL.
- EACH DEVICE IS ENCLOSED WITHIN A DEVICE BOUNDARY (DASHED LINE).
- DEVICE LOCATION IS IDENTIFIED IN SQUARE BRACKETS ADJACENT TO THE DEVICE.
- DEVICE INCLUDES MANUFACTURER AND MANUFACTURER PART NUMBER.
- ELECTRICAL WIRE IS IDENTIFIED BY A LINE CONNECTING EACH DEVICE.
- WIRE IS IDENTIFIED BY COLOUR (SEE LEGEND PAGE 2)
- WIRE IS IDENTIFIED BY THE LINE NUMBER IT IS ON, FOLLOWED BY A UNIQUE NUMBER INCREASING FROM LEFT TO RIGHT.
- WIRE GAUGE IS IDENTIFIED IN SQUARE BRACKETS BESIDE THE WIRE NUMBER.
- CIRCUIT DESCRIPTIONS ARE IDENTIFIED BELOW THE RESPECTIVE BREAKER.
- RELAYS AND CONTACTS HAVE A PARENT CHILD RELATIONSHIP WHERE THE CONTACT (CHILD), ADAPTS THEIR NAME FROM THE RELAY THAT CONTROLS THEM.
- RELAY TABLES ARE FOUND ADJACENT TO THE RELAY.
- THE RELAY TABLE INDICATES THE LINE NUMBER WHERE THE CONTACT CAN BE FOUND.
- THE CONTACT DEVICE NUMBER IS THE SAME AS THE RELAY THAT CONTROLS IT.

RELAY TABLE CONFIGURATION



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347 Wellington St., Kingston, ON, Canada
PHONE: (613) 542-1810 FAX: (613) 542-6515
www.metalcraftmarine.com

VANCOUVER FS-40 TITLE PAGE

CONTRACT	SOLICIT	REV A4	REV	DATE	DRWN	DESCRIPTION	CHKD
REQUISIT	APPROVAL		A0	2014-12-08	BK	PRODUCTION COPY #1	JM
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			A4	2016-06-13	PJ	INTERCONNECT WIRING UPDATE	BR
SCALE NTS	SHEET 1 OF 24		HULL # 0638 JOB #		SIZE B	DWG SET FS40-638-300	

SWITCHES

ELECTRIC

ELECTRONIC

DEVICE PREFIXES

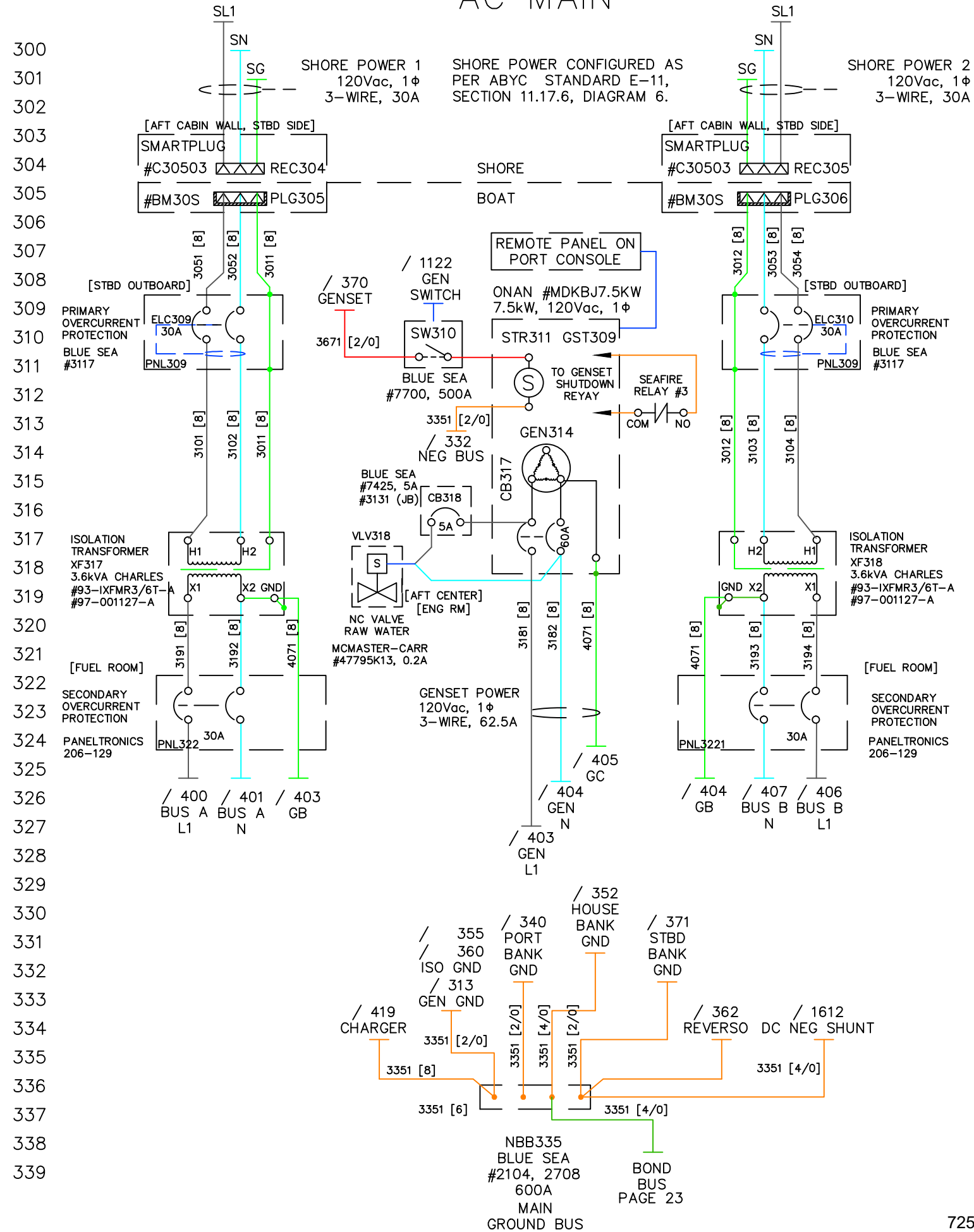
	RCK648 SPST SWITCH (ROCKER STYLE)		PSL124 NORMALLY OPEN PRESSURE SWITCH		CB411 SINGLE POLE CIRCUIT BREAKER		130A ALTERNATOR ALT361		DIRECT CURRENT GROUND		CURRENT SHUNT RESISTOR	ALM ALT AMM AMP BAT BLR BUZ CB CHG CON COMP CR DEV DIM DIS DMM ECM ELC ENG FAN FB FLR FU GAL GAU GBB GEN GFI GST HAR HLR HRN HTR IFU INV ISO JBX LSLL LT MOD MTR NBB ALARM ALTERNATOR AMMETER AMPLIFIER BATTERY BLOWER BUZZER CIRCUIT BREAKER BATTERY CHARGER CONVERTER AIR COMPRESSOR CONTROL RELAY DEVICE DIMMER DISPLAY / PLOTTER DIGITAL MULTIMETER ENGINE CONTROL MODULE EQUIPMENT LEAKAGE CIRCUIT ENGINE FAN FUSE BLOCK FLIR CAMERA FUSE GALVANIC ISOLATOR GAUGE AC GROUND BUS BAR GENERATOR GROUND FAULT INTERRUPTER GENSET HARNESS HAILER HORN HEATER INLINE FUSE HOLDER INVERTER BATTERY ISOLATOR JUNCTION BOX LEVEL/LIMIT SWITCH LOW LOW LIGHT (LUMINAIRE) MODULE MOTOR AC NEUTRAL/DC NEGATIVE BUS BAR		PB PBB PBC PLG PMP PNL PR PSH PSU RDR REC RCK SEL SIR SND SOL SPKR STR SW TSHH TOG UHF VHF VLV PUSH BUTTON DC POSITIVE BUS BAR PUSH BUTTON CB PLUG PUMP PANEL POWER RELAY PRESSURE SWITCH HIGH POWER SUPPLY UNIT RADAR RECEPTACLE ROCKER SWITCH SELECTOR SWITCH SIREN DEPTH SOUNDER SOLENOID SPEAKER STARTER SWITCH TEMPERATURE SWITCH HIGH HIGH TOGGLE SWITCH UHF TRANSCEIVER VHF TRANSCEIVER VALVE	
	TOG1155 SPDT SWITCH (TOGGLE STYLE)		PSH650 NORMALLY CLOSED PRESSURE SWITCH		CB332 DOUBLE POLE CIRCUIT BREAKER		MOTOR MTR2000		HULL OR CHASSIS BOND		ANTENNA				
	SW318 DPST SWITCH		TSH905 NORMALLY OPEN TEMP. SWITCH		IFU866 IN-LINE FUSE		PUMP PMP717		BATTERY		TRANSDUCER				
	PB563 NORMALLY OPEN PUSH BUTTON		LSHH407 NORMALLY OPEN LEVEL SWITCH		ANL1005 ANL FUSE		STARTER STR416		ACCESSORY RECEPTACLE		LIGHT EMITTING DIODE				
	PSL124 NORMALLY OPEN LIMIT SWITCH		SOL318 ELECTRIC SOLENOID SWITCH		TFU449 CLASS T FUSE		BLOWER OR FAN		BUS BAR		BI-COLOUR LIGHT EMITTING DIODE				
					PUSH BUTTON CIRCUIT BREAKER		VALVE MOTOR		BATTERY ISOLATOR		SOLENOID				
					(SHORE POWER) PLUG AND RECEPTACLE		MALE CORD END		SPEAKER		INCANDESCENT LUMINAIRE				
					TWISTLOCK RECEPTACLE		FEMALE CORD END		BUZZER, HORN (ANNUNCIATOR)		LED LUMINAIRE				
					DUPLEX AC RECEPTACLE OR GFCI		HARTING CONNECTION		SWITCHED BI-COLOUR LUMINAIRE						
							NETWORK CONNECTOR								

LINE COLOURS

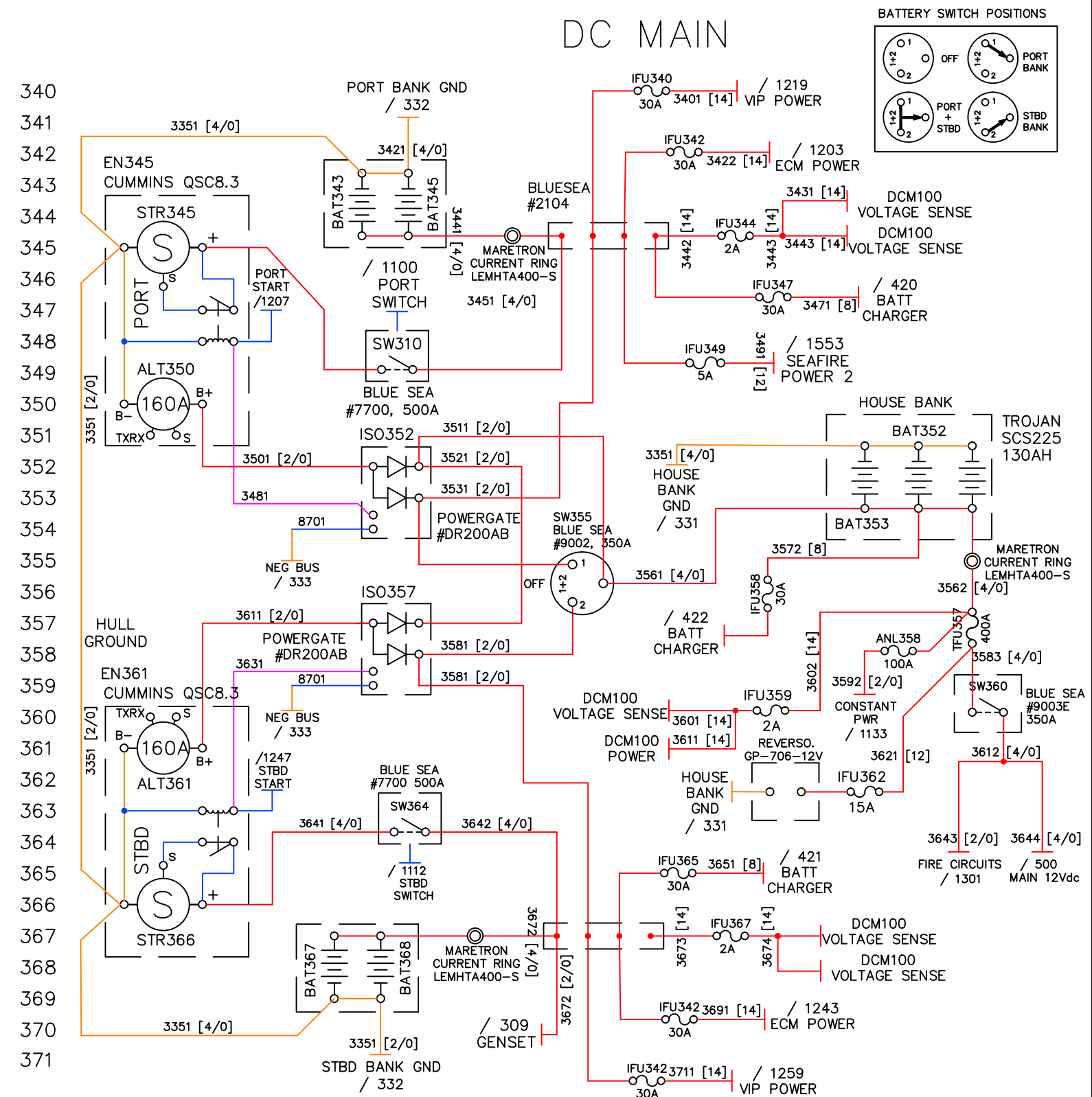
	DC POSITIVE
	DC NEGATIVE
	AC LINE 1
	AC LINE 2
	AC LINE 3
	AC NEUTRAL
	OEM/HARNESS
	CHASSIS BOND
	AC BOND
	HYDRAULICS
	AIR

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			A4	2016-06-13	PJ	INTERCONNECT WIRING UPDATE	BR
SCALE NTS	SHEET 2 OF 24	HULL # 0638	JOB #	SIZE B	DWG SET	FS40-638-300	

AC MAIN



DC MAIN



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VANCOUVER FS-40
MAIN POWER

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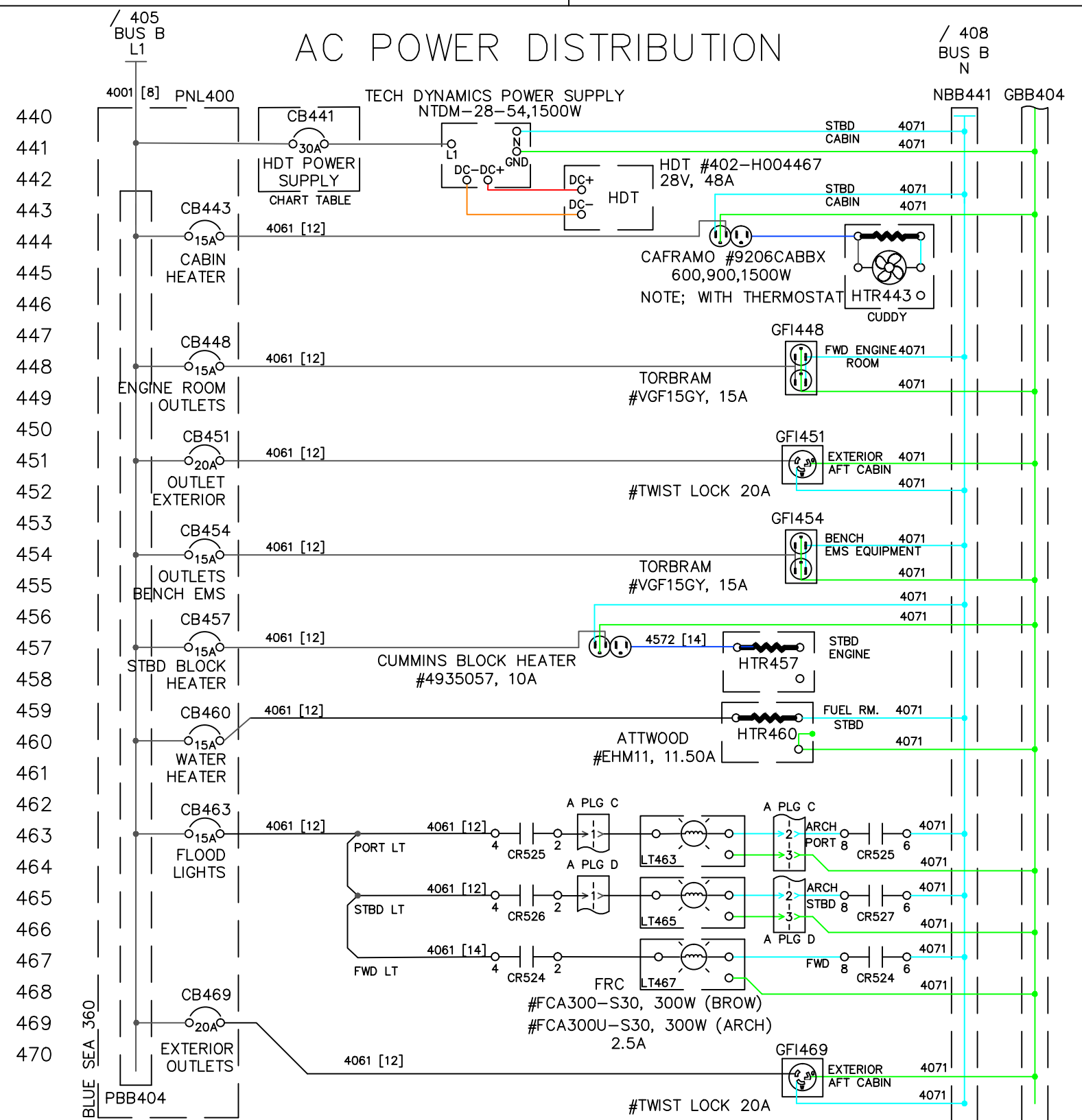
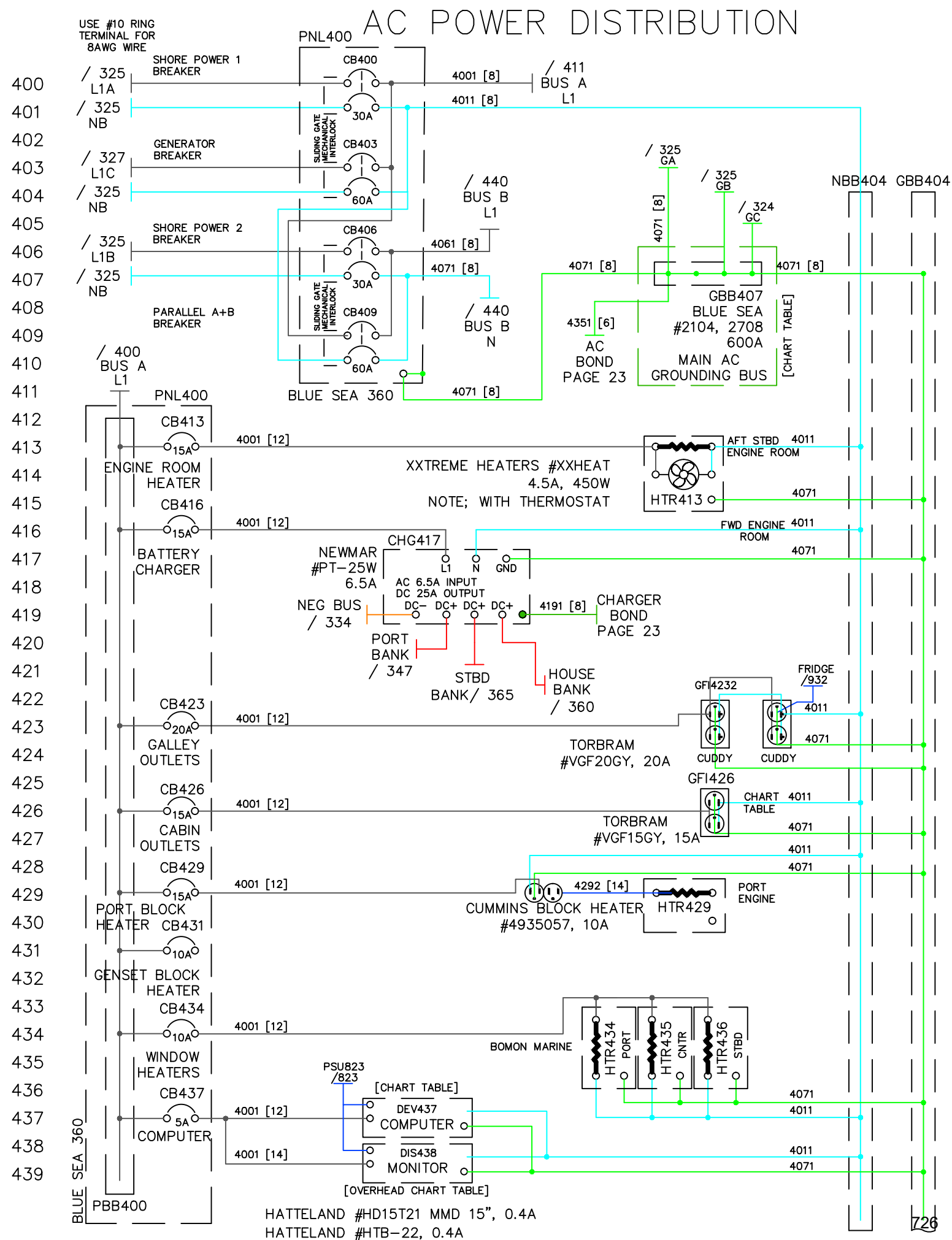
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SHEET 3 OF 24

HULL # 0638
JOB #

SIZE B

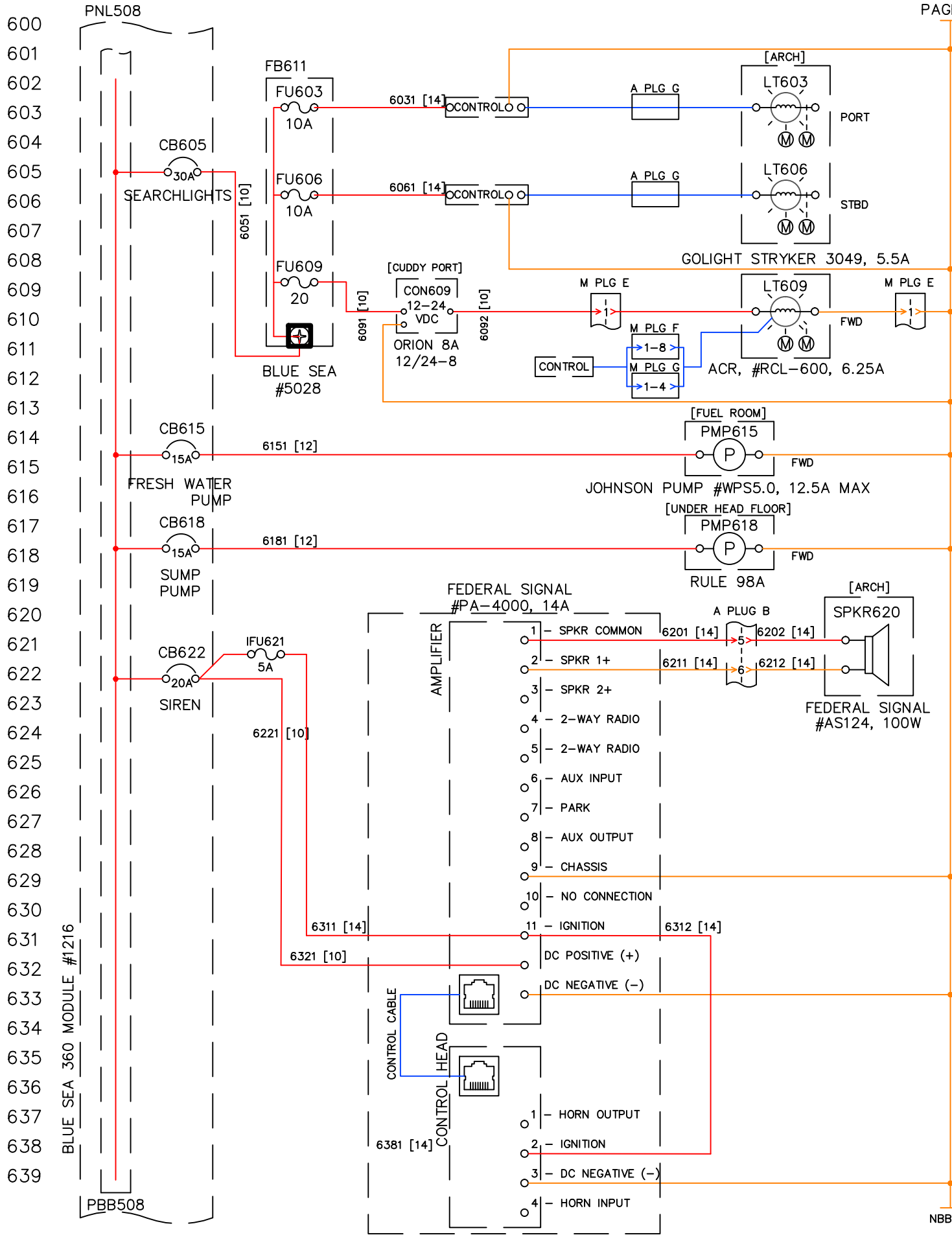
DWG SET FS40-638-300



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CONTRACT	SOLICIT	REV A4	REV	DATE	DRWN	DESCRIPTION	CHKD
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SCALE NTS	SHEET 4 OF 24		HULL # 0638 JOB #		SIZE B	DWG SET FS40-638-300	

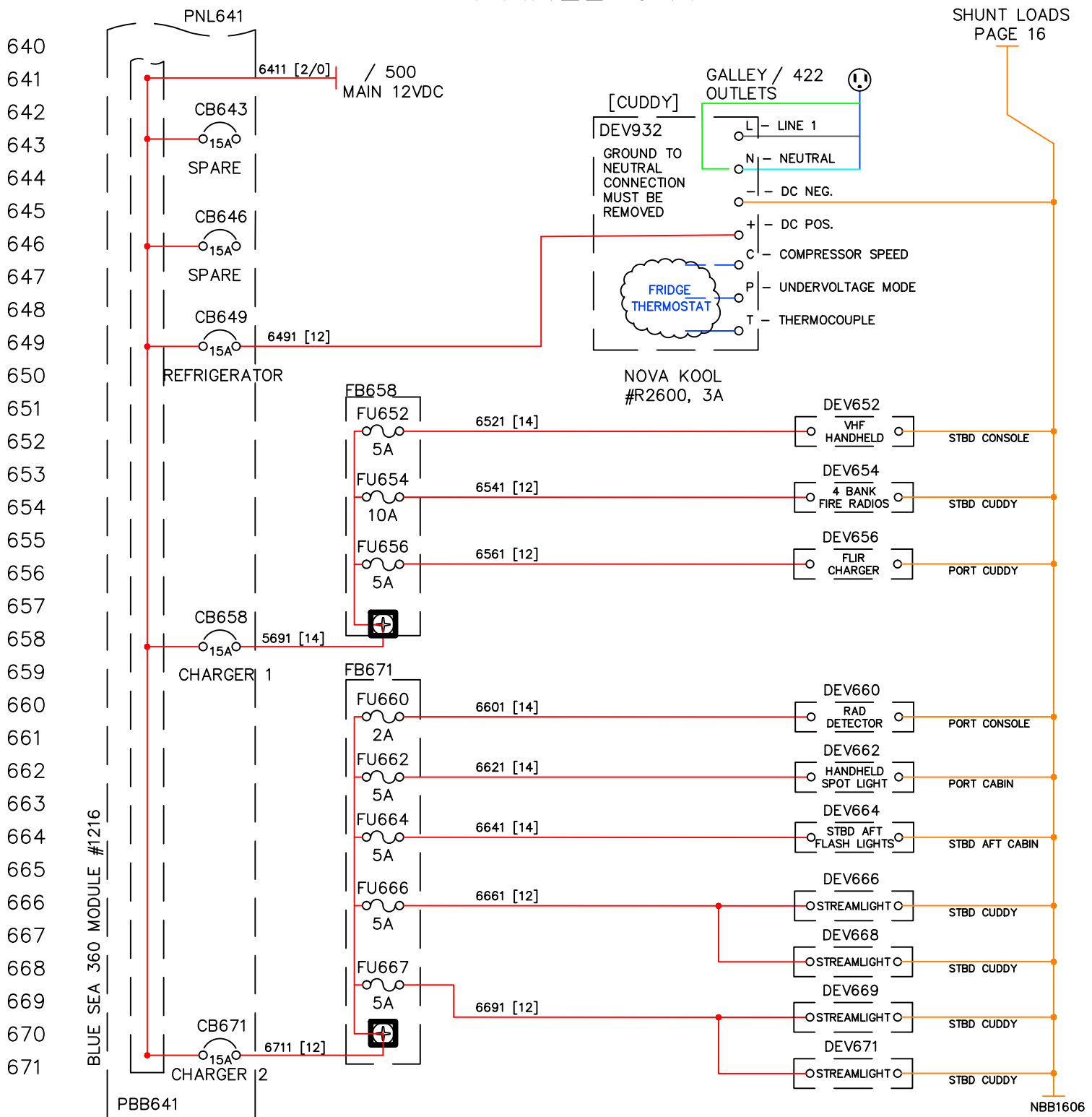
PANEL 508

SHUNT LOADS
PAGE 16



PANEL 641

SHUNT LOADS
PAGE 16



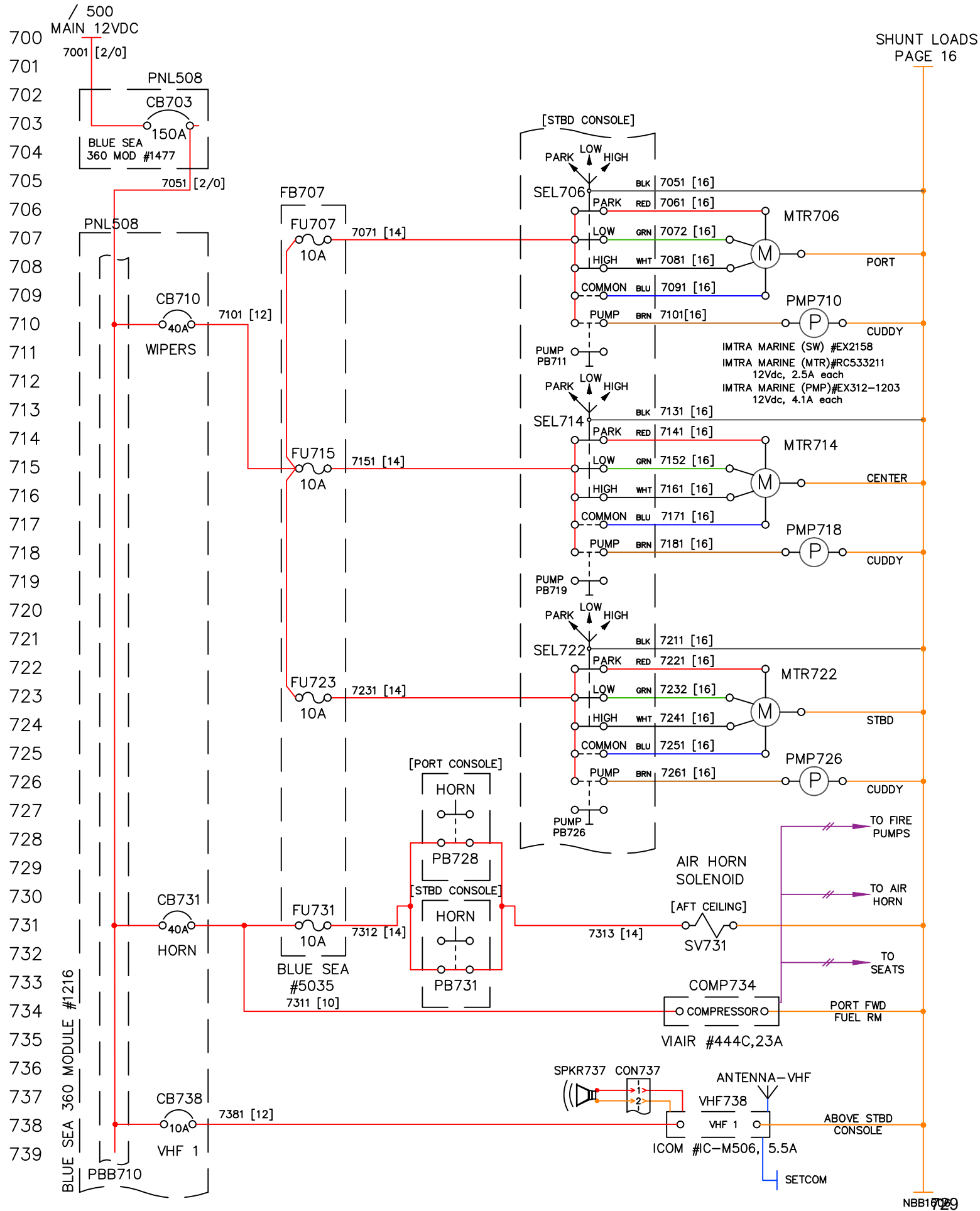
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VANCOUVER FS-40
DC LOADS 2

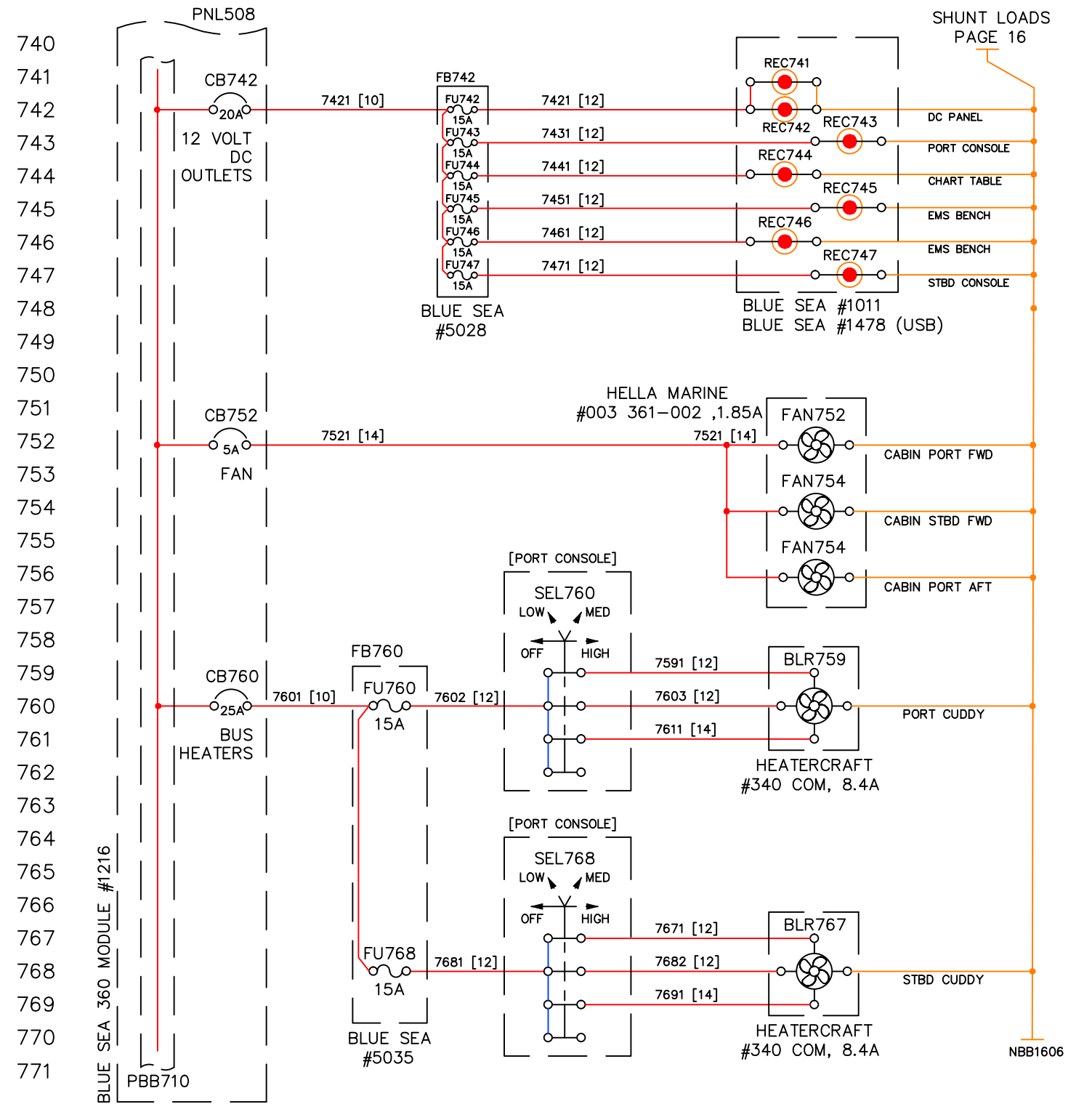
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SCALE NTS SHEET 6 OF 24 HULL # 0638 SIZE B DWG SET FS40-638-300

PANEL 508



PANEL 508



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VANCOUVER FS-40
DC LOADS 3

CONTRACT	SOLICIT	REV A4	REV	DATE	DRWN	DESCRIPTION	CHKD
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SCALE NTS

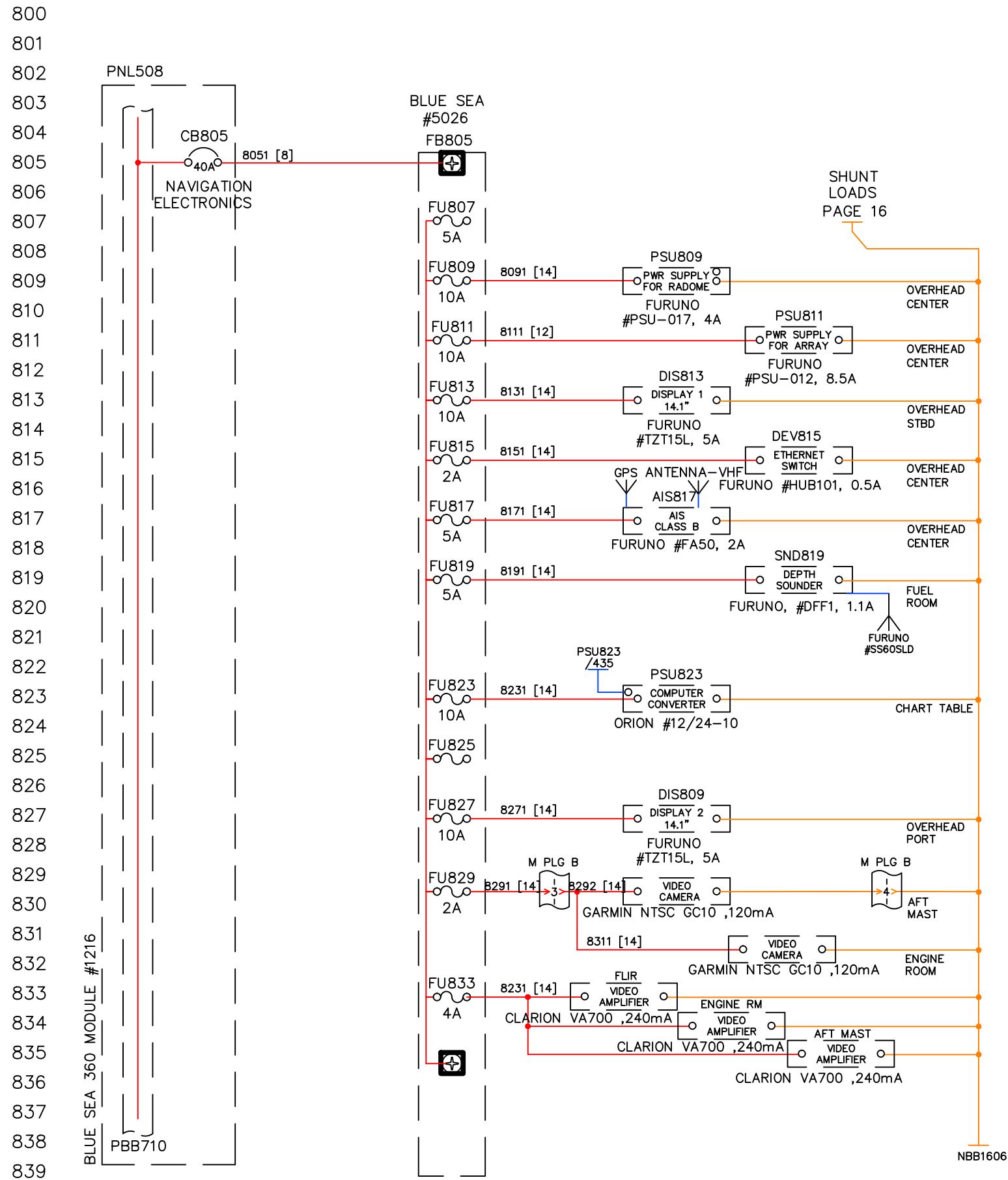
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HULL # 0638
JOB #

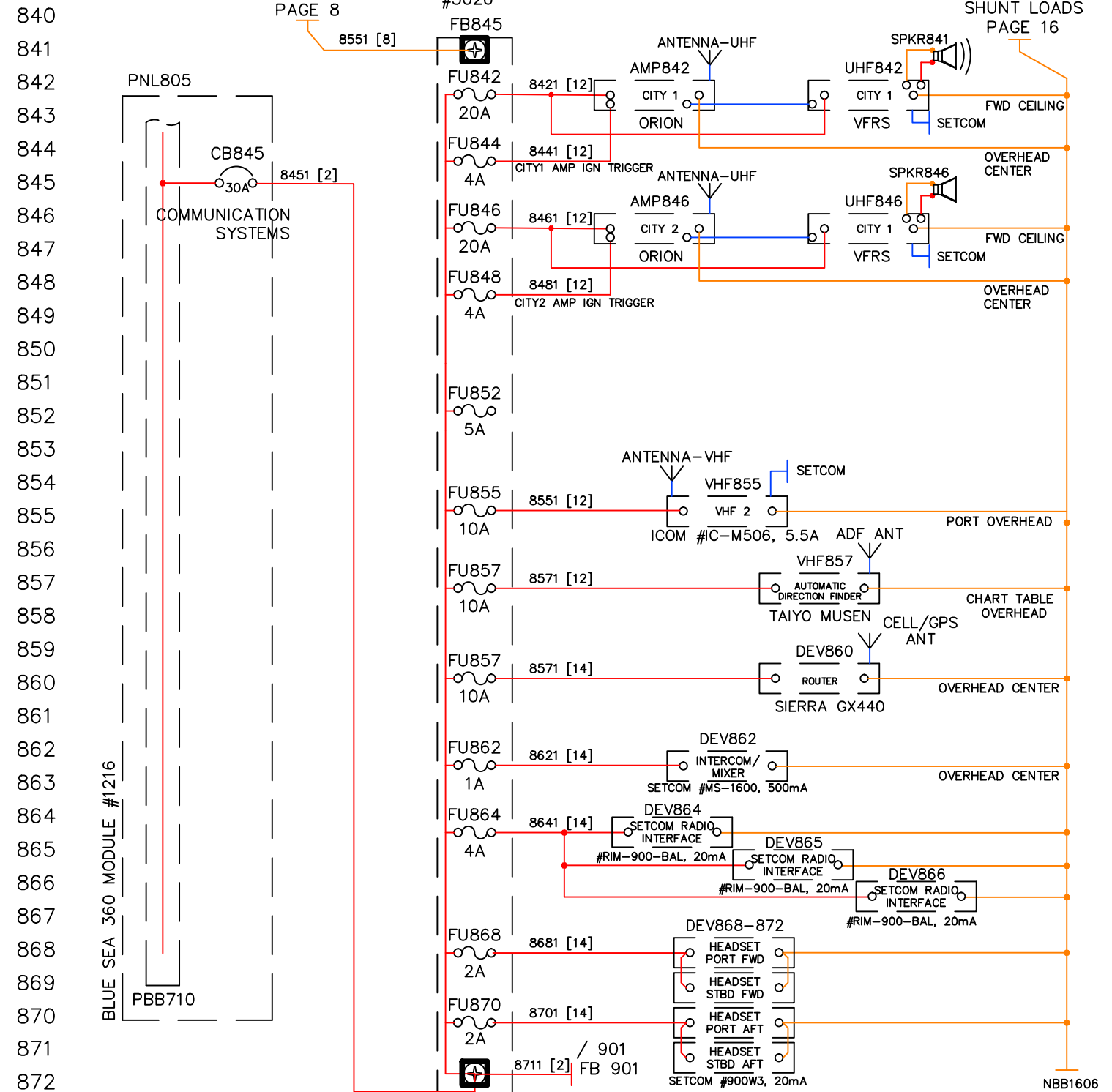
SIZE B

DWG SET FS40-638-300

PANEL 508



PANEL 508



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DC LOADS 4

CONTRACT		SOLICIT	REV A4	REV	DATE	DRWN	DESCRIPTION	CHKD
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SCALE NTS

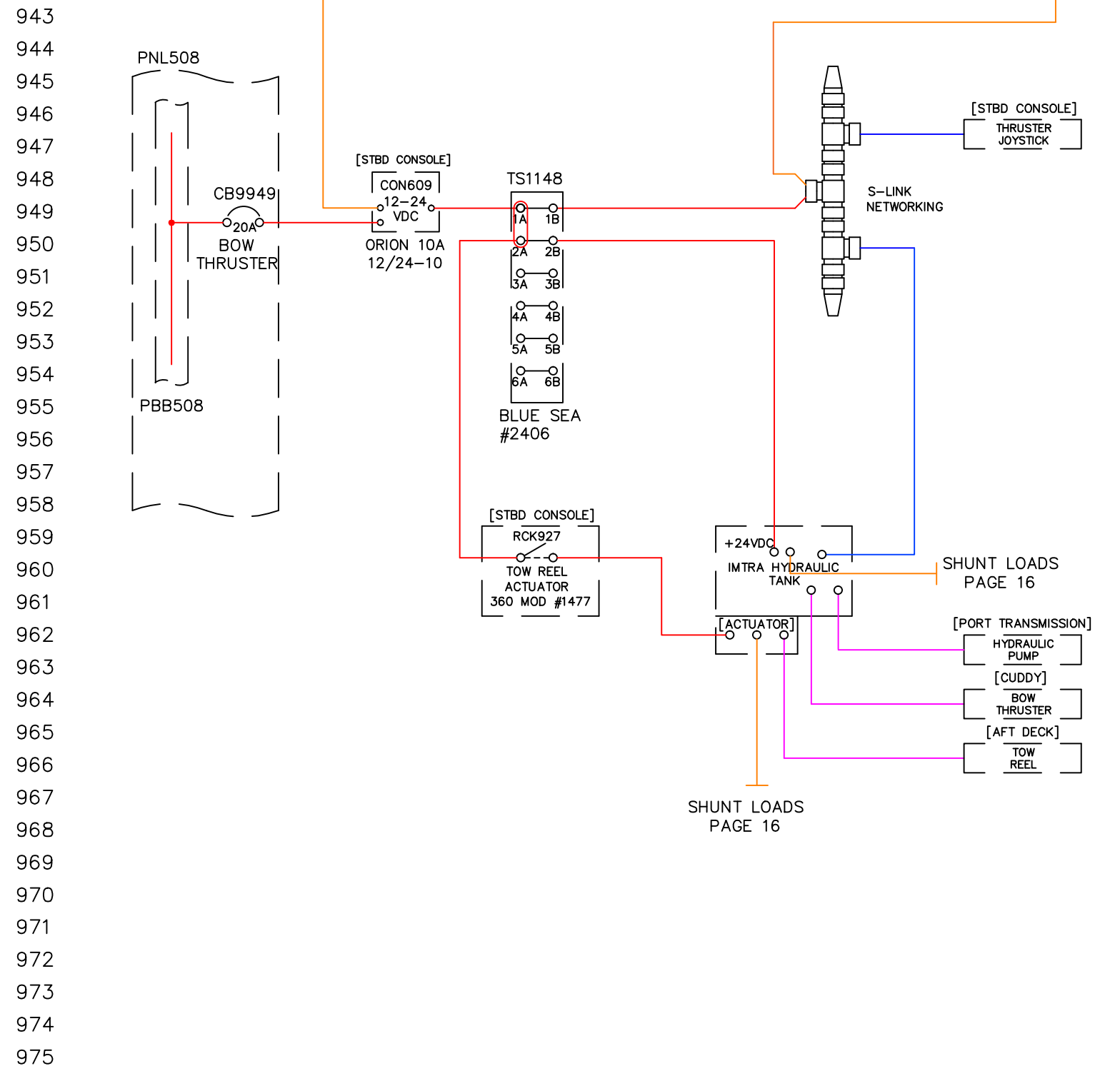
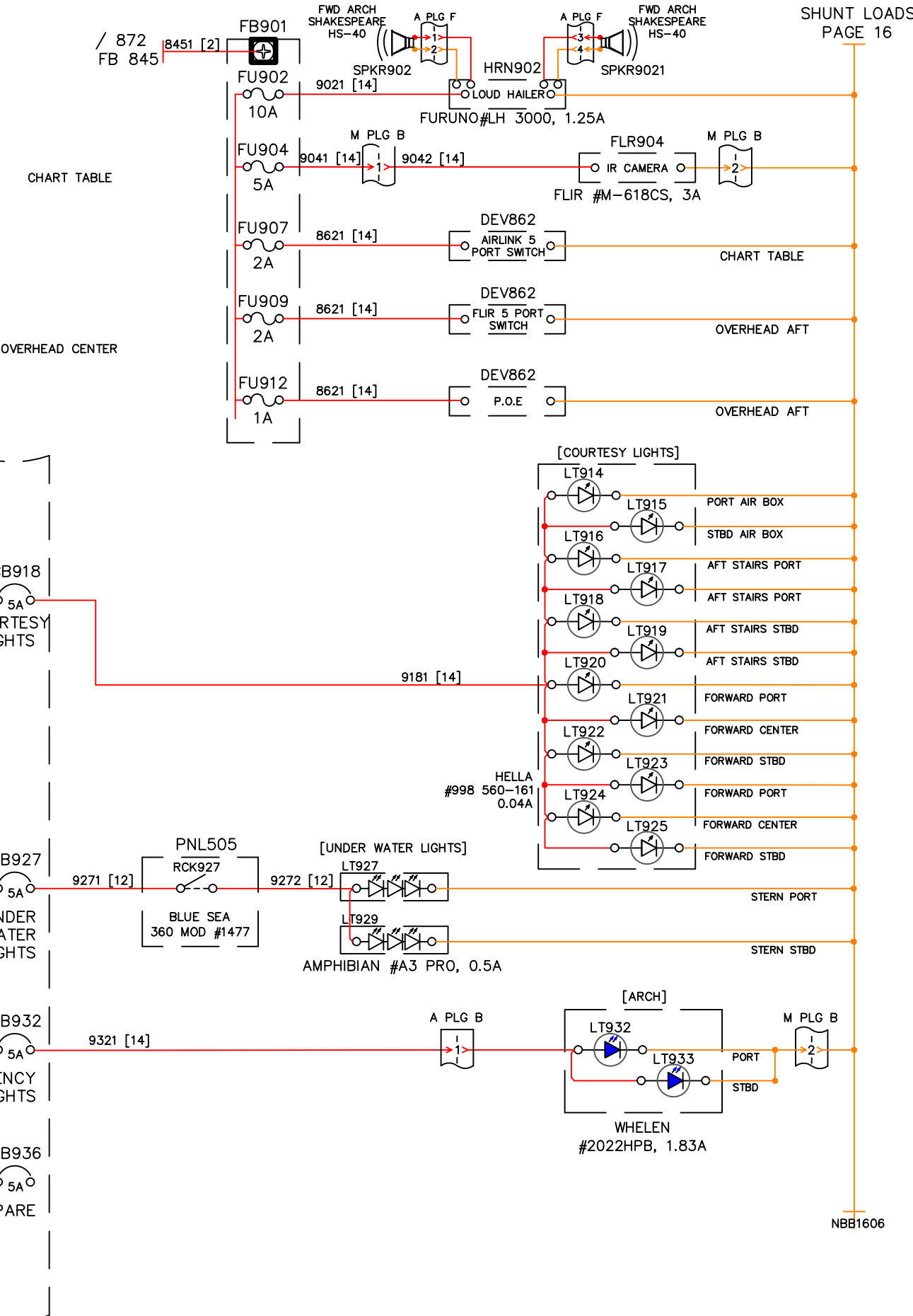
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HULL # 0638
JOB #

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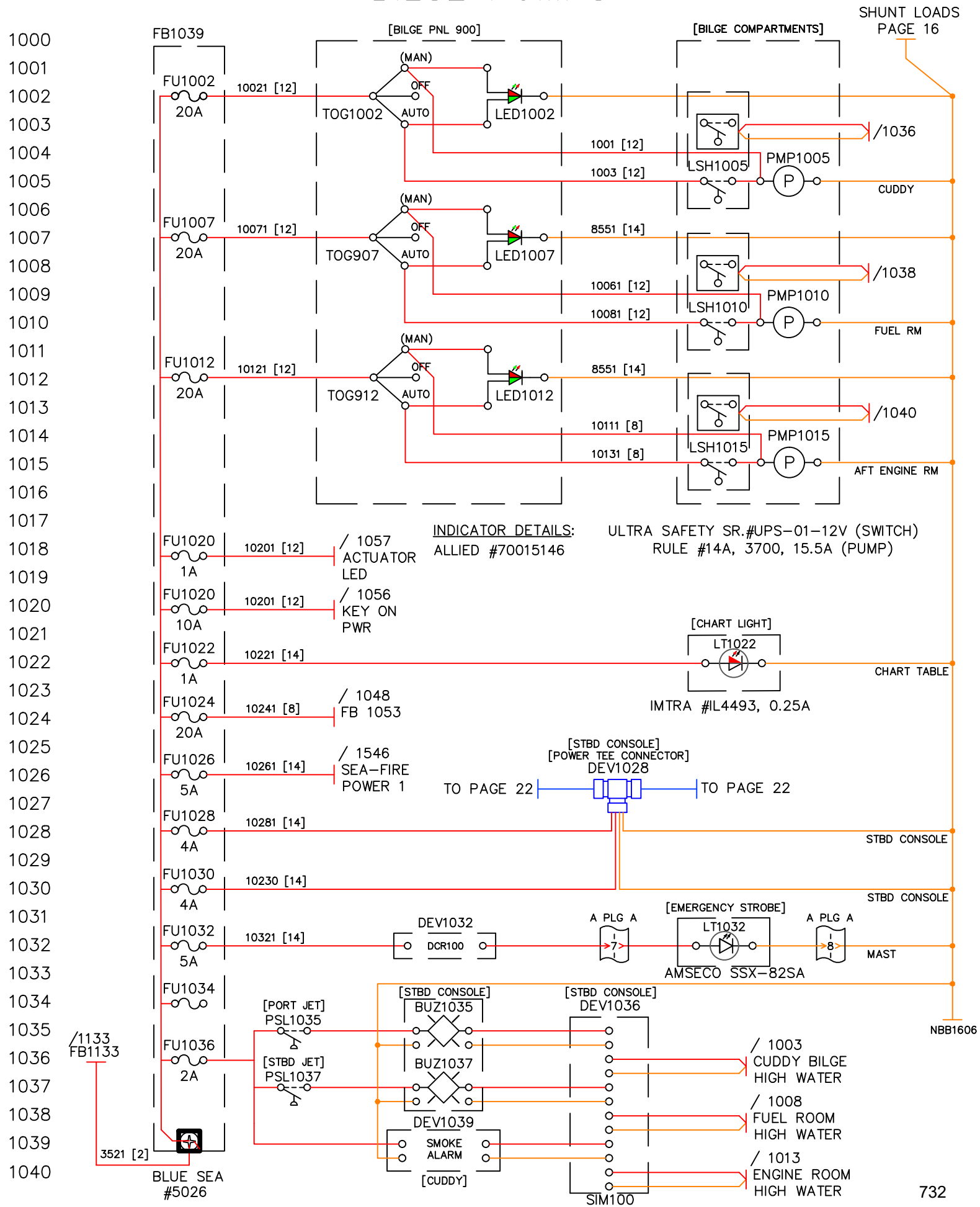
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PANEL 508

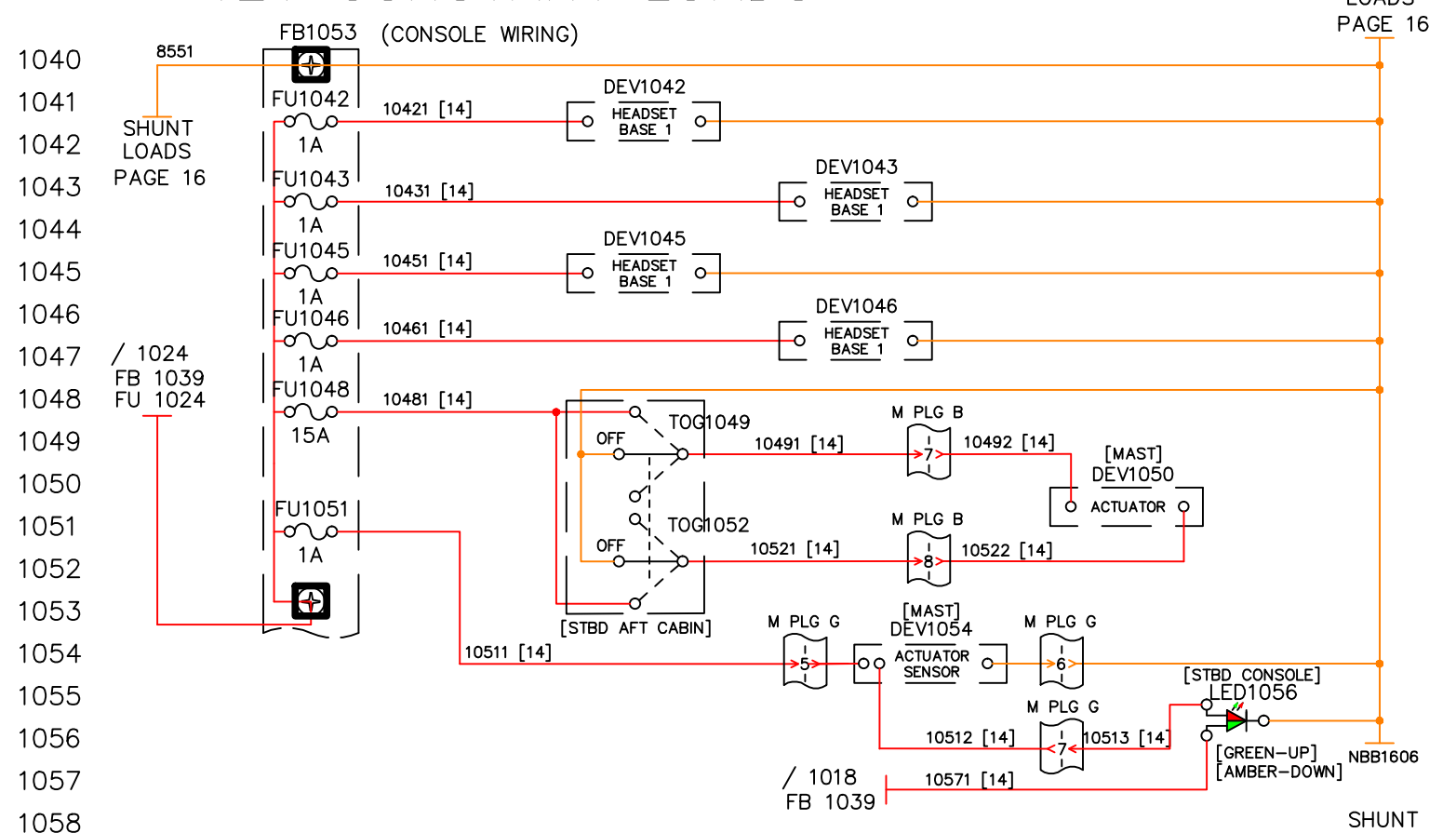


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			A4	2016-06-13	PJ	INTERCONNECT WIRING UPDATE	BR
SCALE NTS	SHEET 9 OF 24		HULL #	0638	SIZE B	DWG SET FS40-638-300	
			JOB #				

BILGE PUMPS



12V CONSTANT LOADS



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BILGE & CONSTANT LOADS

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SCALE NTS

SHEET 10 OF 24

HULL # 0638
JOB #

SIZE B

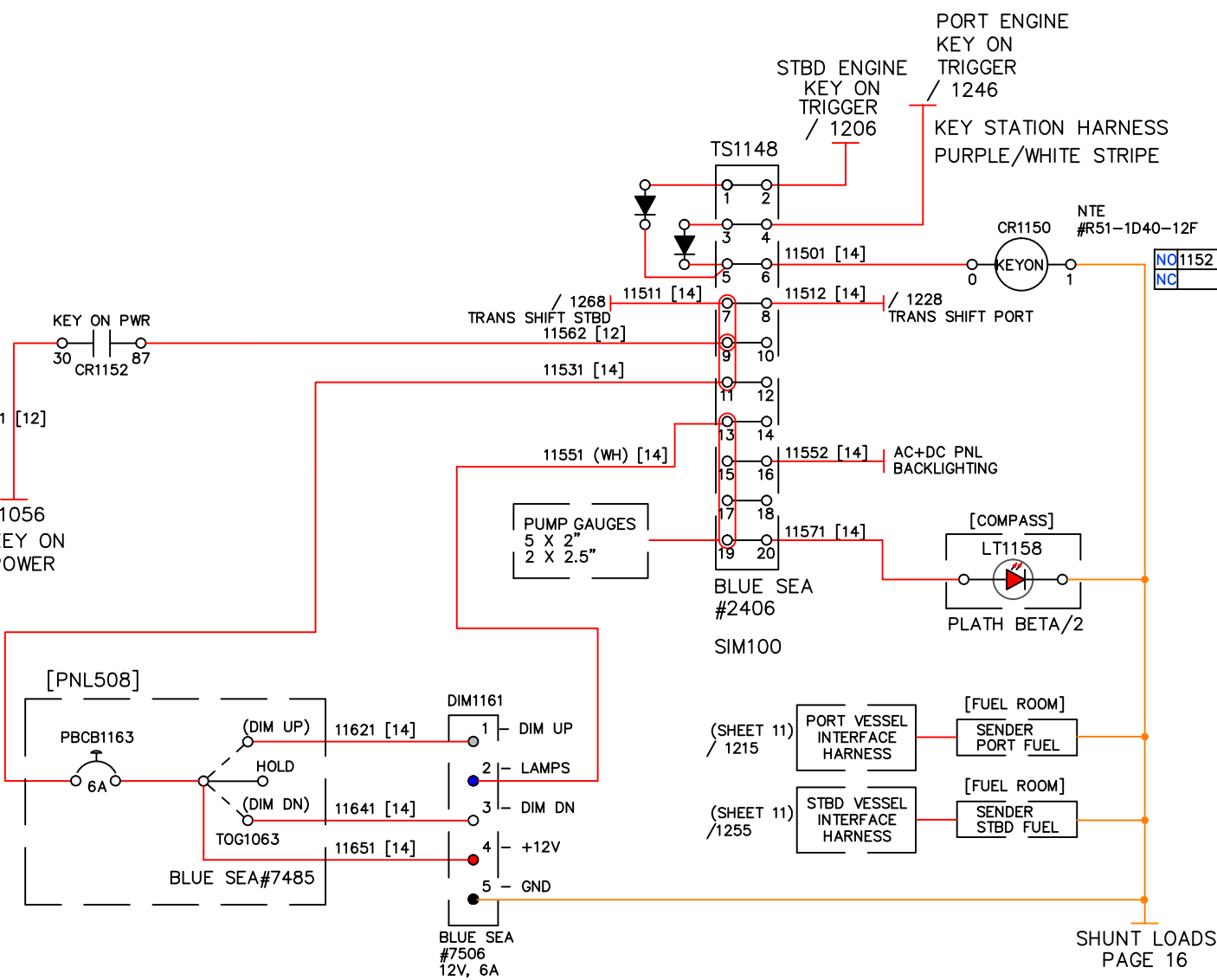
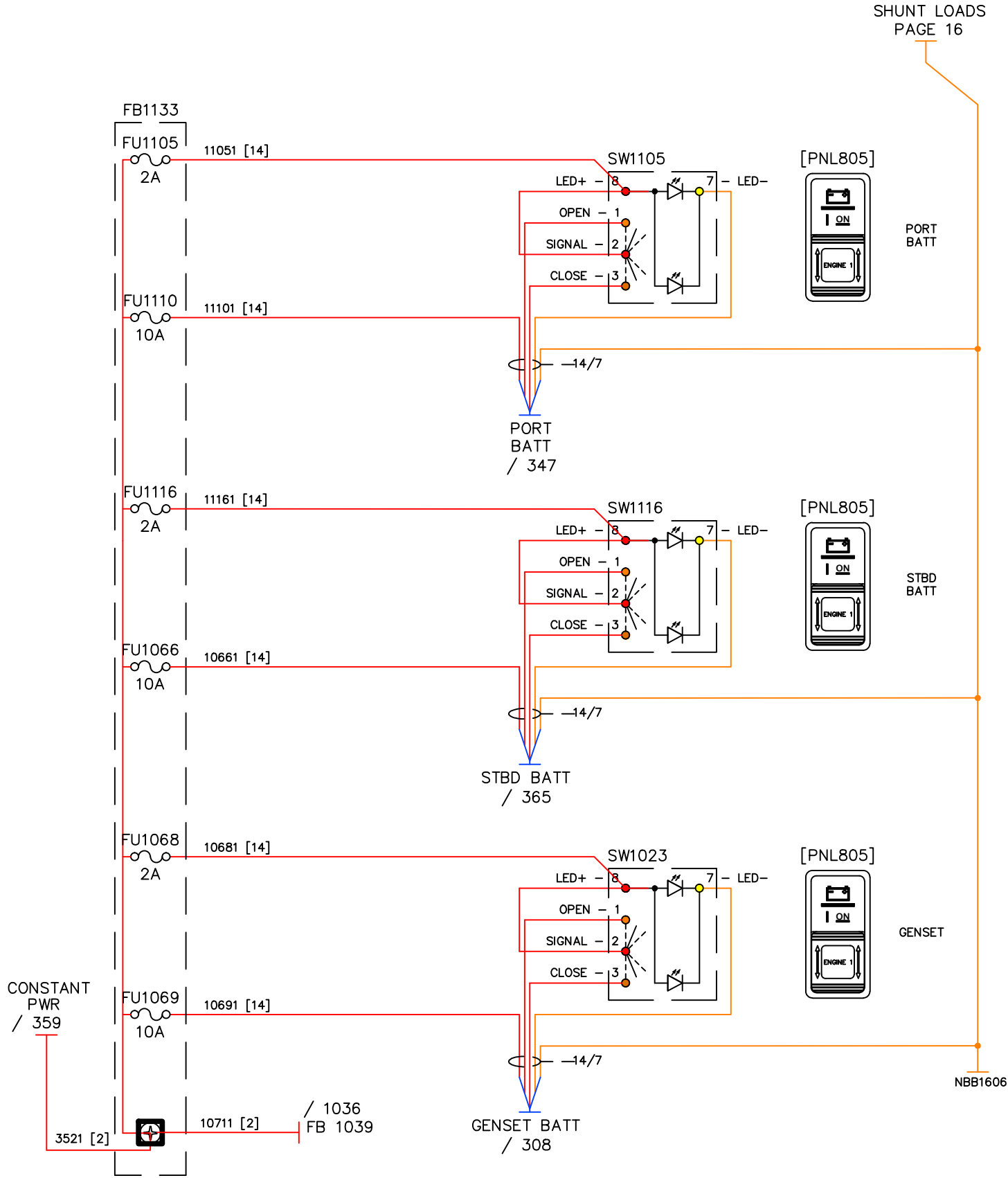
DWG SET FS40-638-300

REMOTE BATTERY SWITCHES

KEY ON CIRCUIT

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VANCOUVER FS-40
BATT SWITCH & KEY ON

CONTRACT	SOLICIT	REV A4	REV	DATE	DRWN	DESCRIPTION	CHKD				
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SCALE NTS

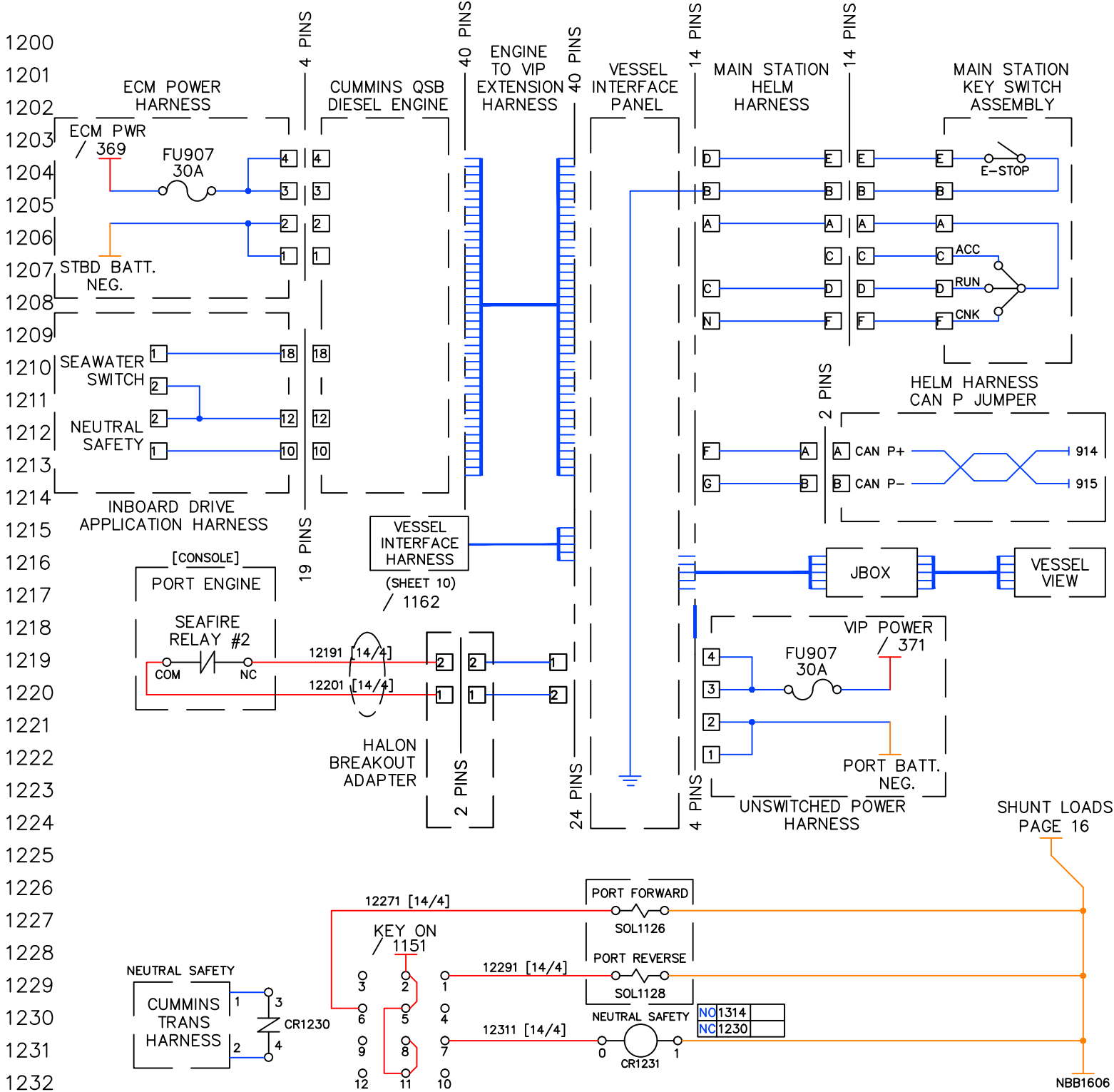
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HULL # 0638
JOB #

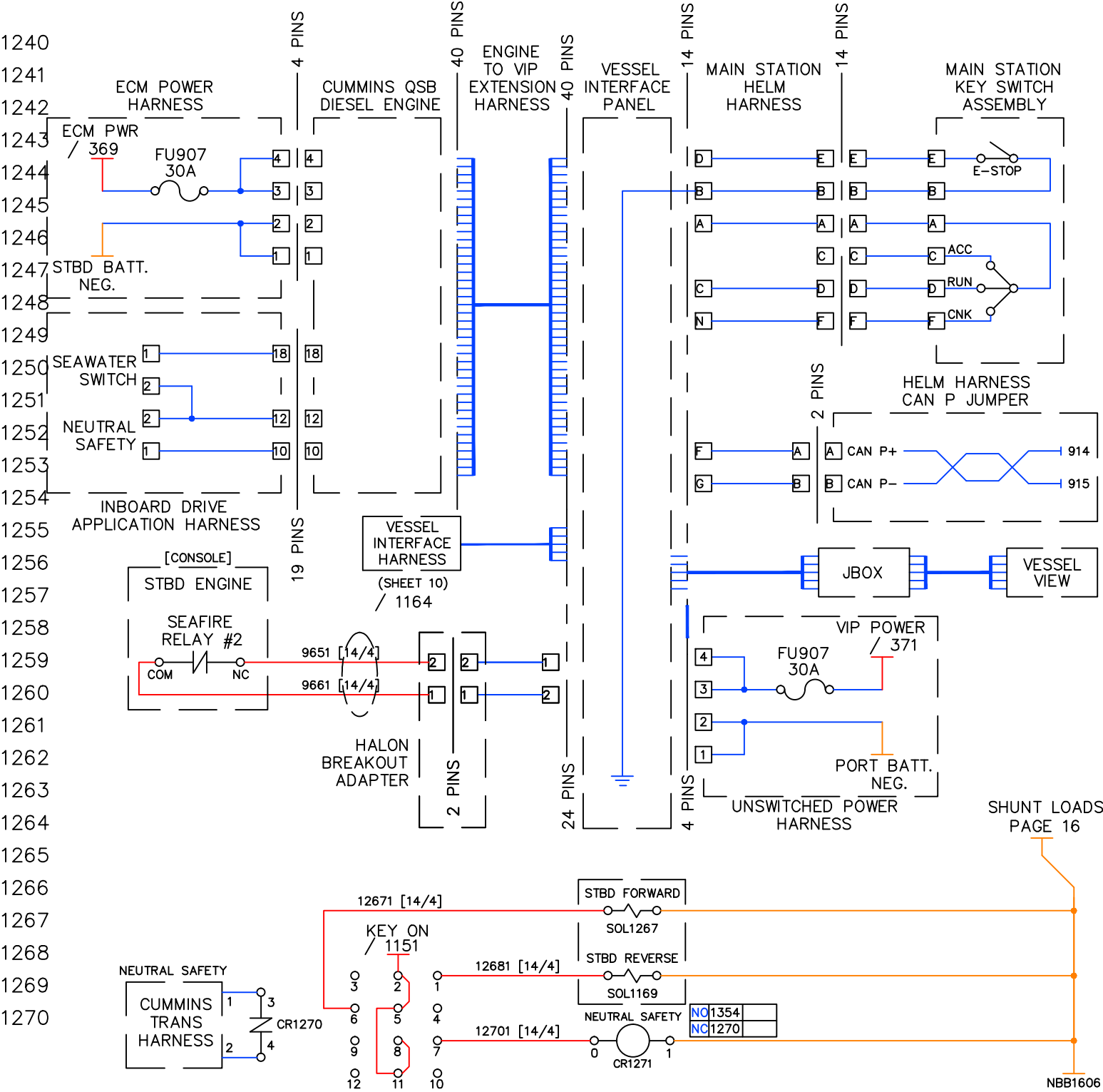
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PORT ENGINE WIRING AND TRANSMISSION

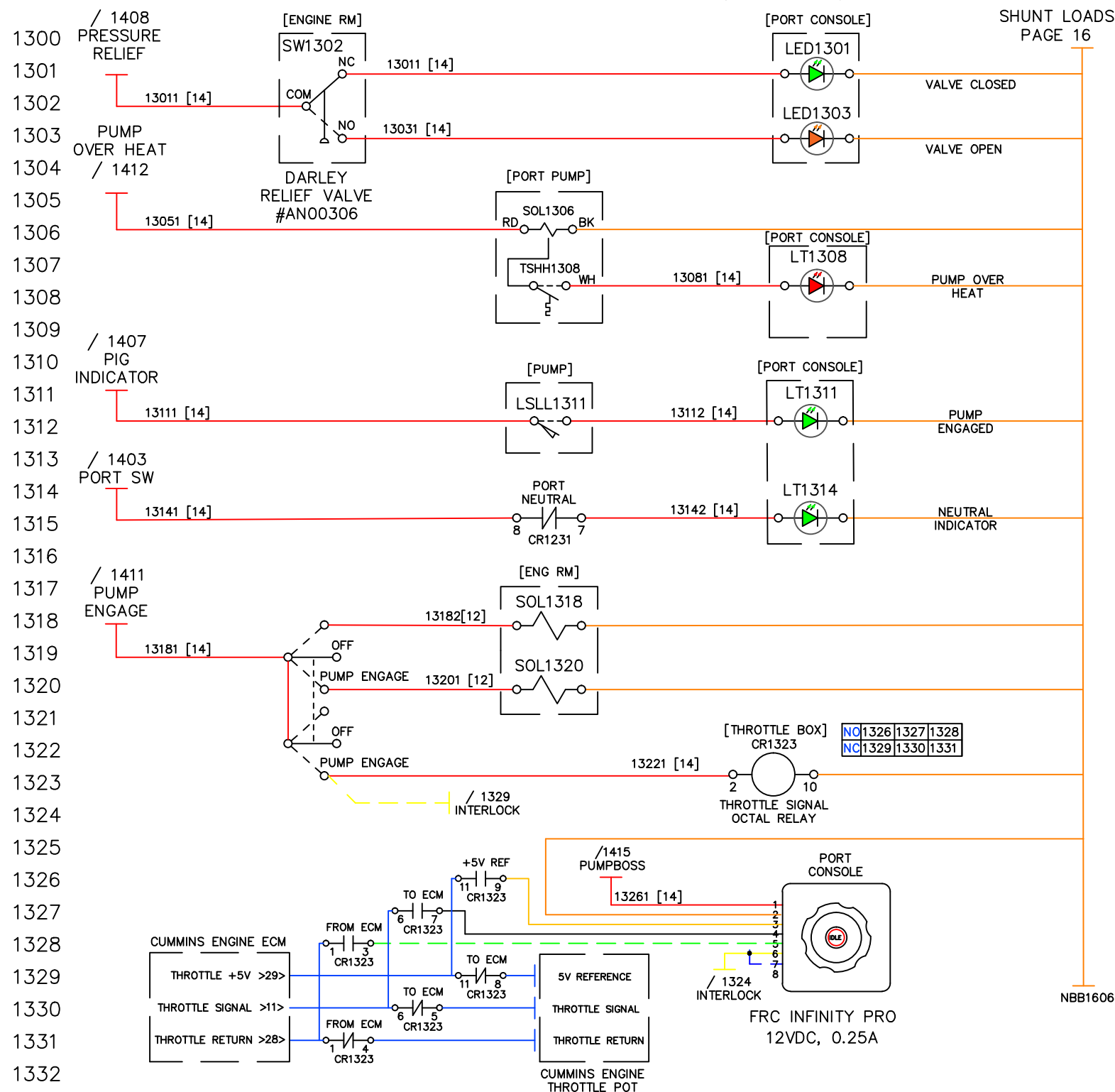


STBD ENGINE WIRING AND TRANSMISSION

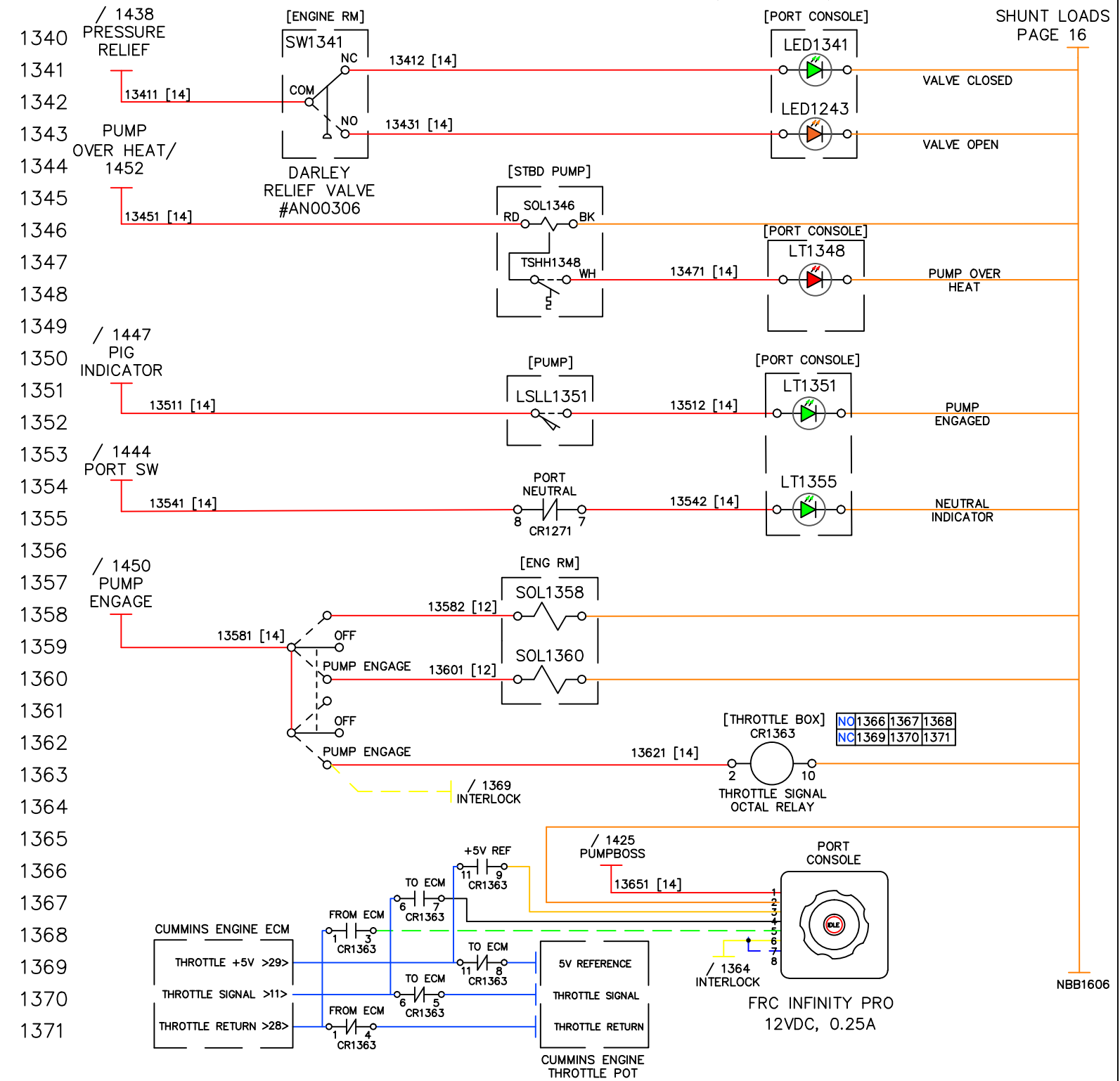


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SCALE NTS	SHEET 12 OF 24		HULL # 0638 JOB #		SIZE B	DWG SET FS40-638-300	

FIRE PUMP LOGIC (PORT)



FIRE PUMP LOGIC (STBD)



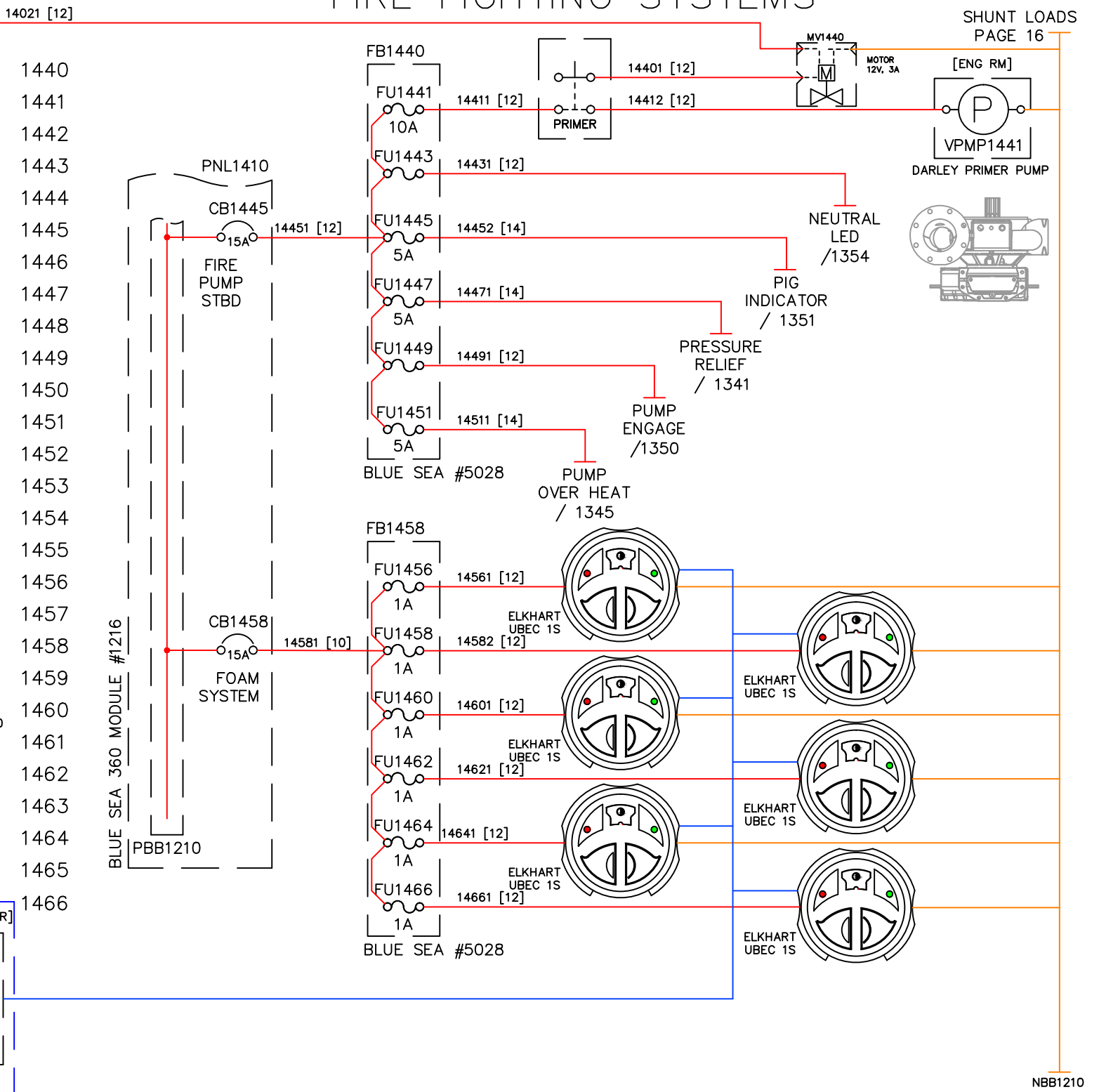
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VANCOUVER FS-40
FIREFIGHTING CIRCUITS 1

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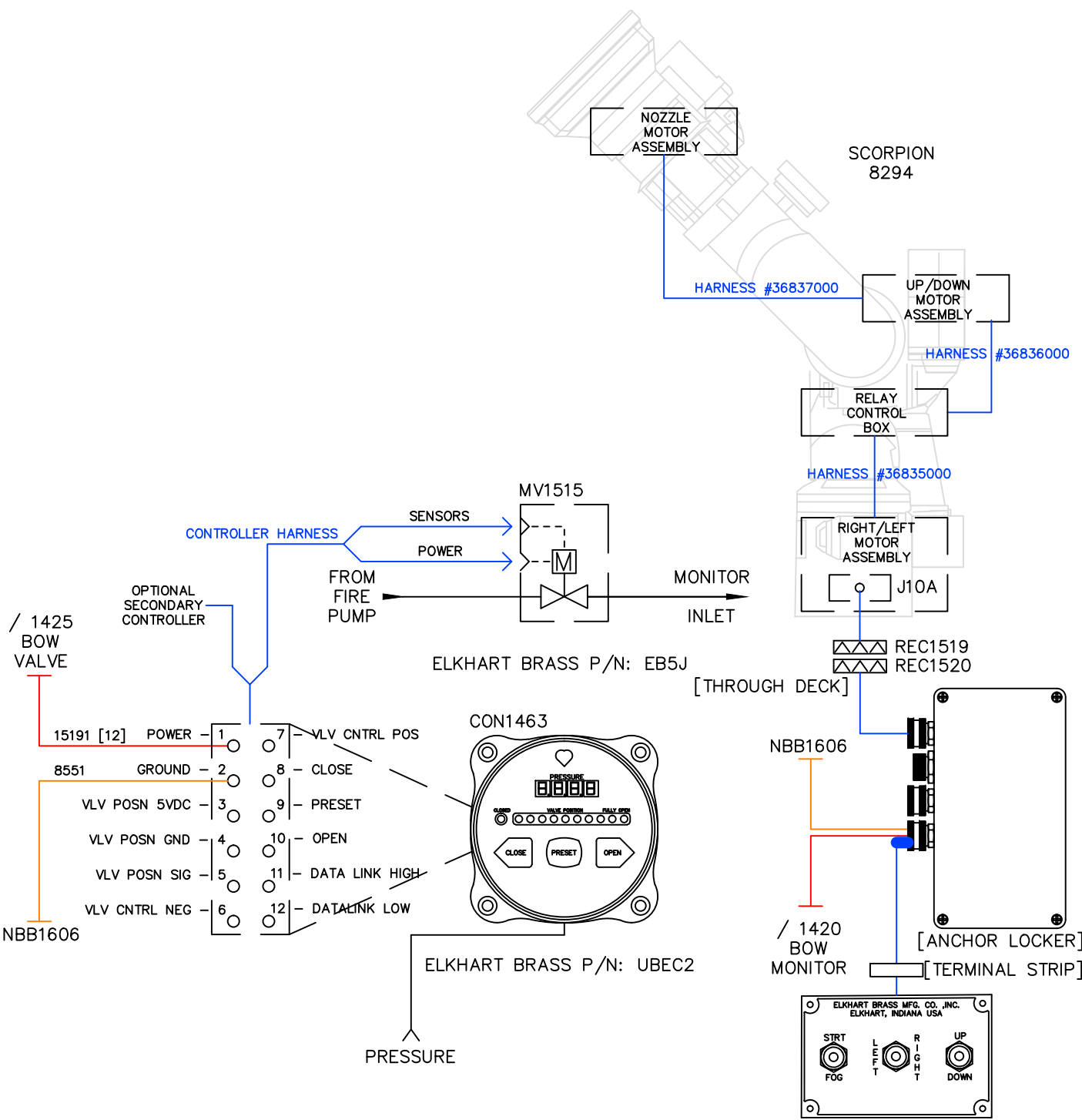
SCALE NTS SHEET 13 OF 24 HULL # 0638 SIZE B DWG SET FS40-638-300

FIRE FIGHTING SYSTEMS

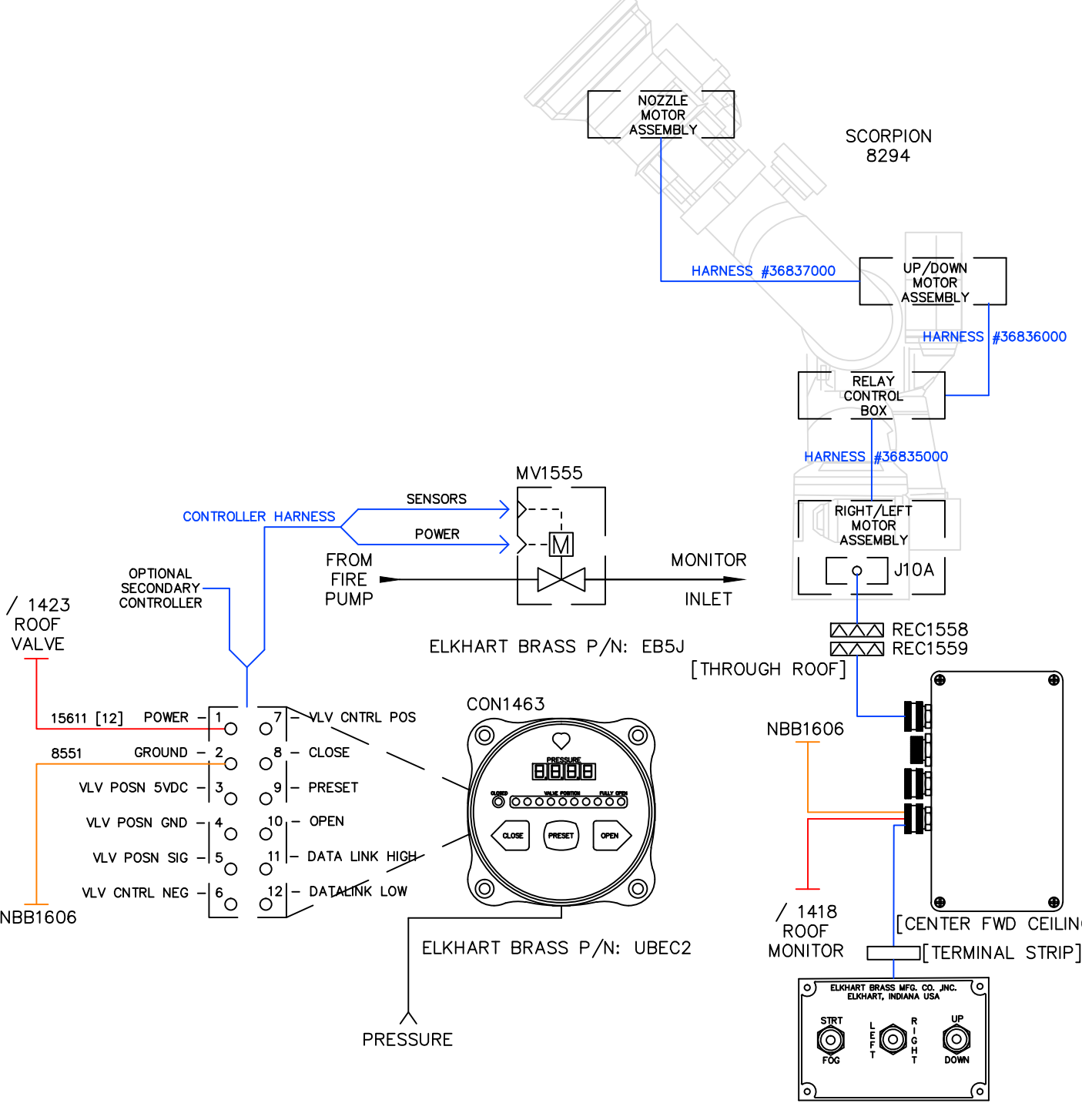


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CONTRACT	SOLICIT	REV A4	REV	DATE	DRWN	DESCRIPTION	CHKD
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SCALE NTS	SHEET 14 OF 24		HULL # 0638 JOB #		SIZE B	DWG SET FS40-638-300	

BOW MONITOR SYSTEM

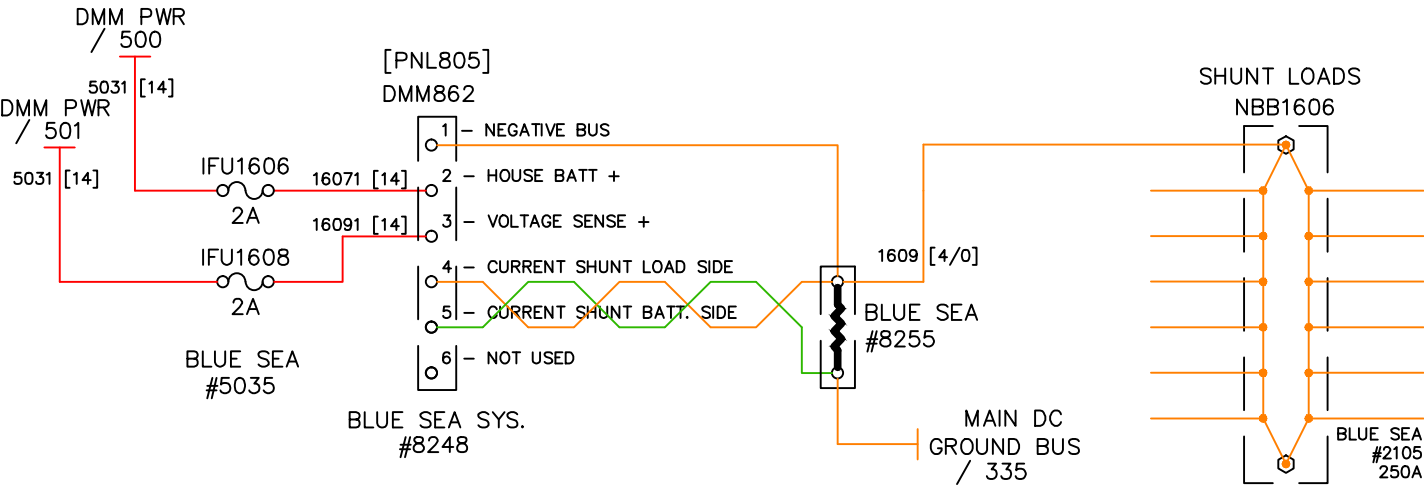


ROOF MONITOR SYSTEM

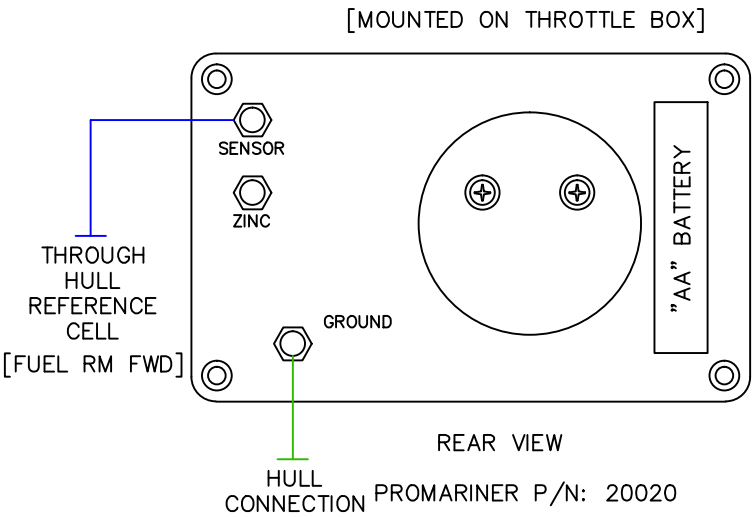


© METALCRAFT MARINE INC. 2014 347 Wellington St., Kingston, ON, Canada PHONE: (613) 542-1810 FAX: (613) 542-6515 www.metalcraftmarine.com			VANCOUVER FS-40 VALVES AND MONITORS				
CONTRACT	SOLICIT	REV A4	REV	DATE	DRWN	DESCRIPTION	CHKD
REQUISIT	APPROVAL		A0	2014-12-08	BK	PRODUCTION COPY #1	JM
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			A4	2016-06-13	PJ	INTERCONNECT WIRING UPDATE	BR
SCALE NTS	SHEET 15 OF 24		HULL #	0638	SIZE B	DWG SET FS40-638-300	
			JOB #				

NEGATIVE BUS DETAILS

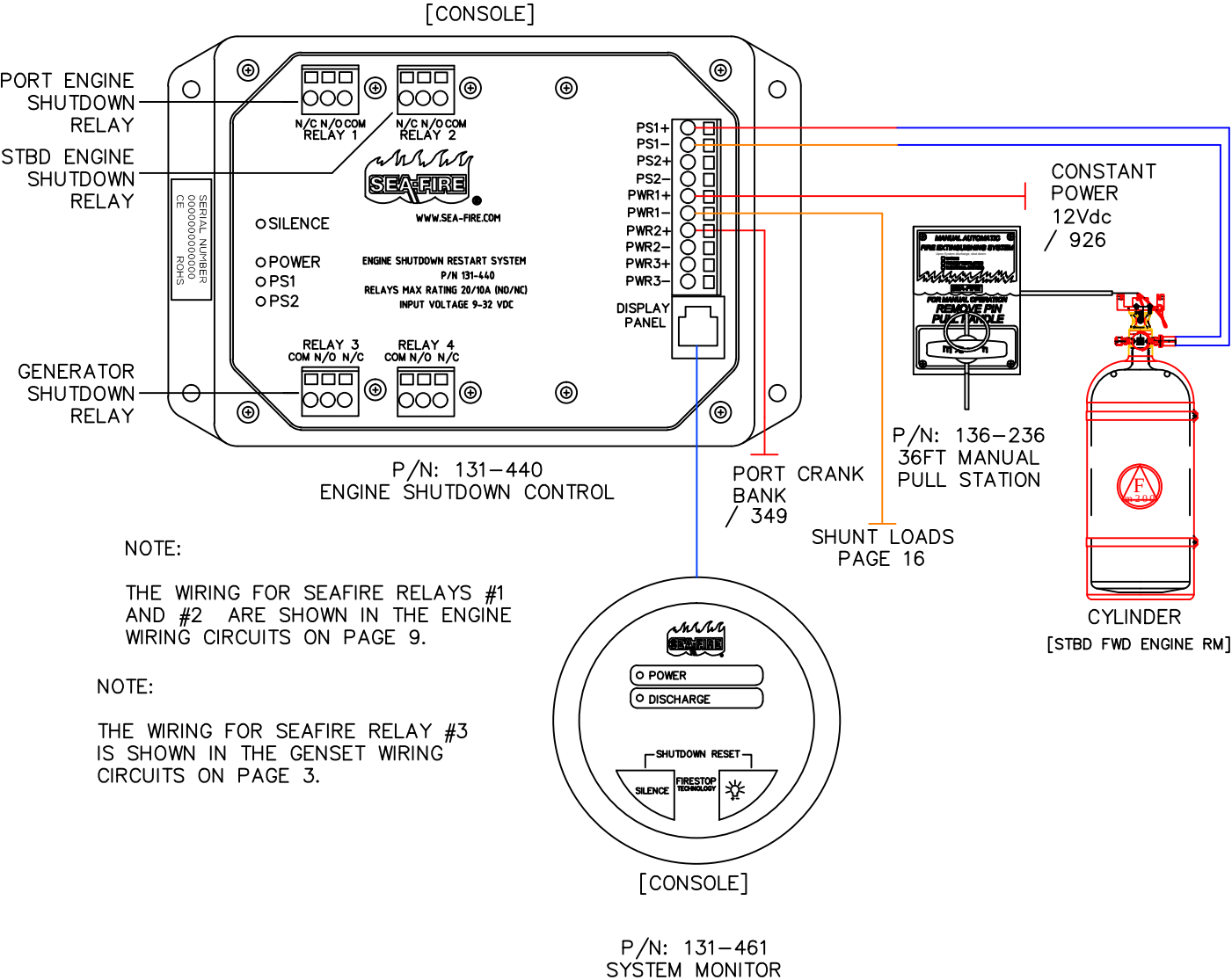


CORROSION MONITOR

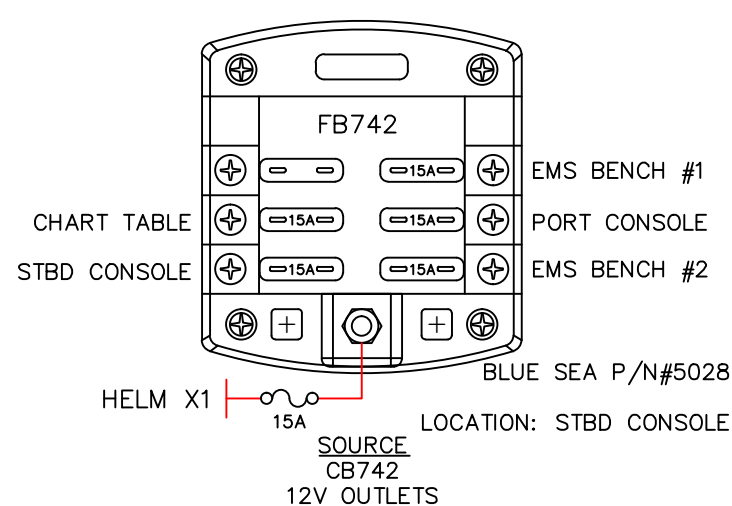
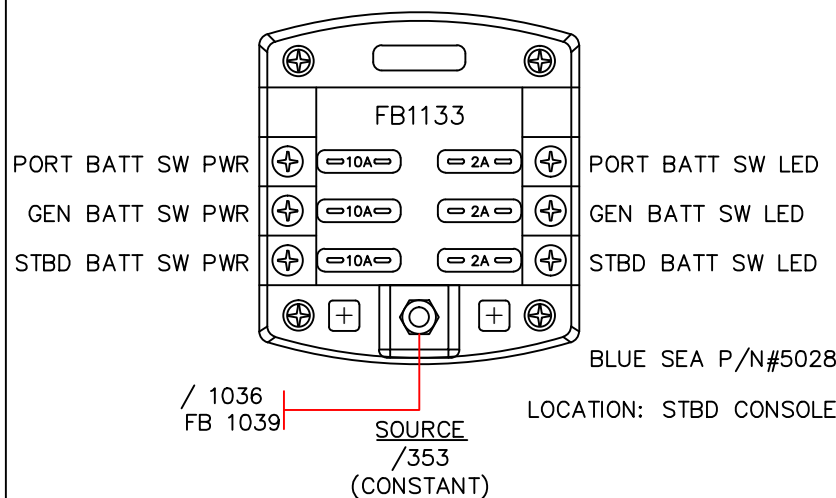
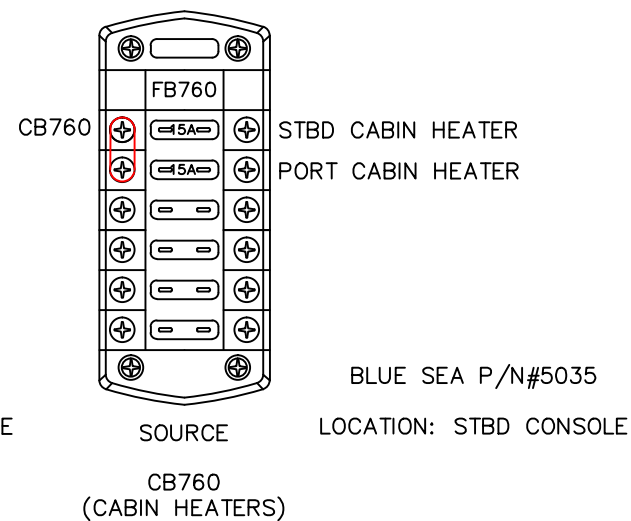
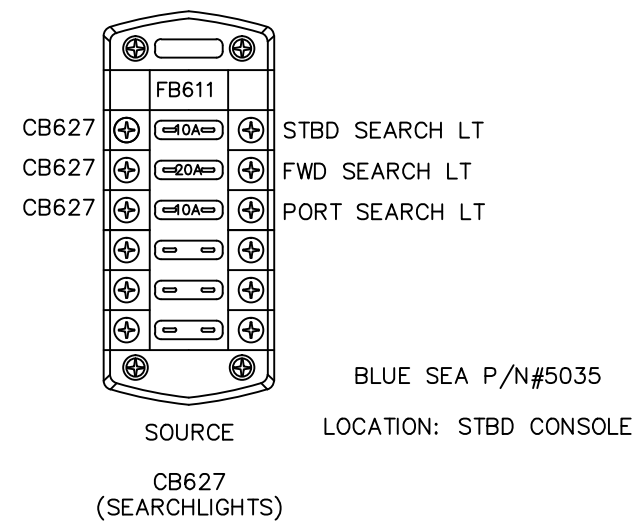
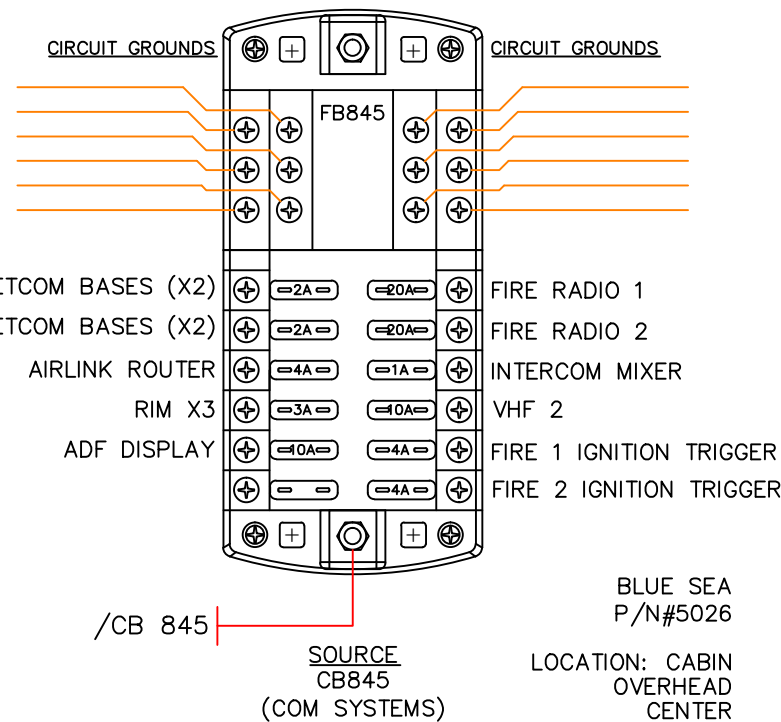
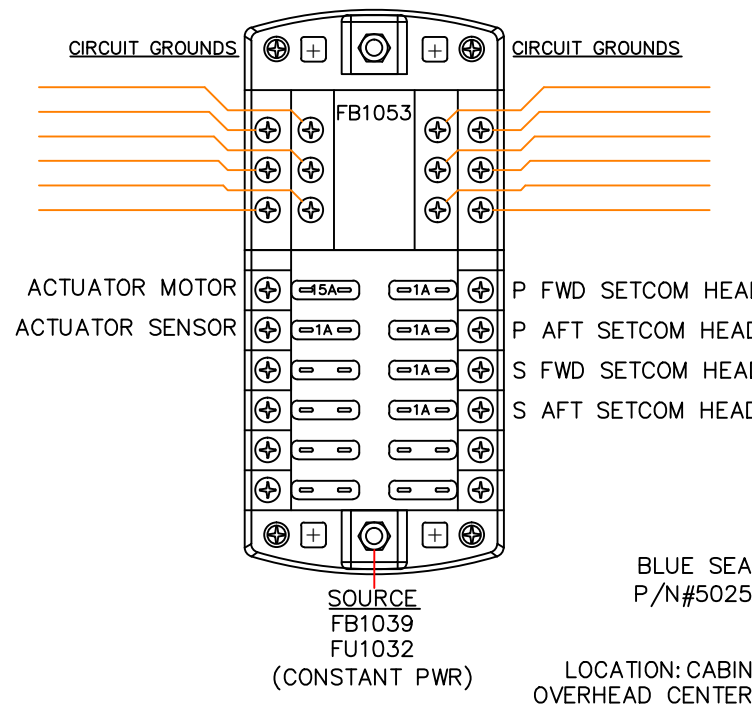
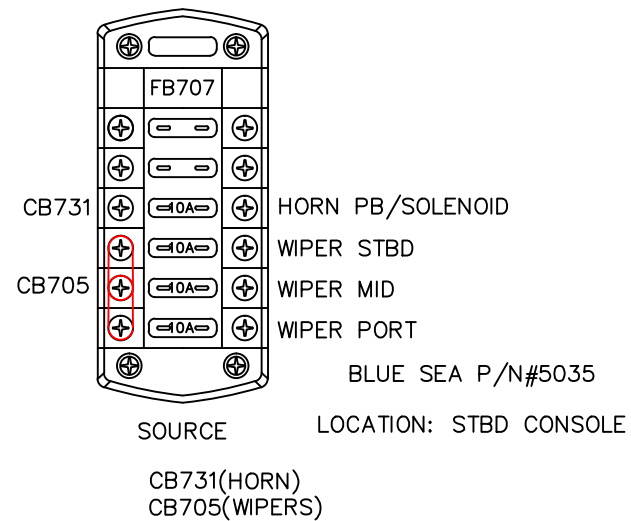
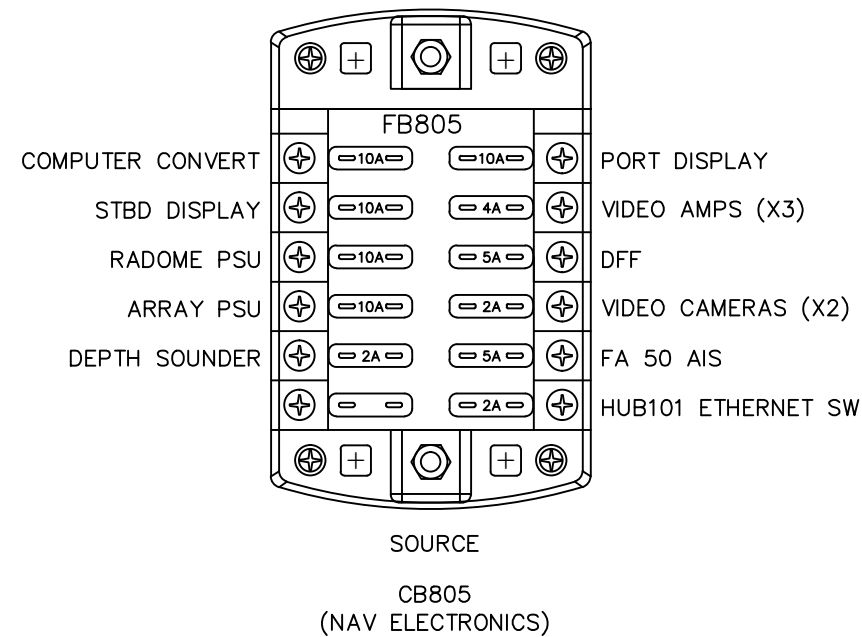
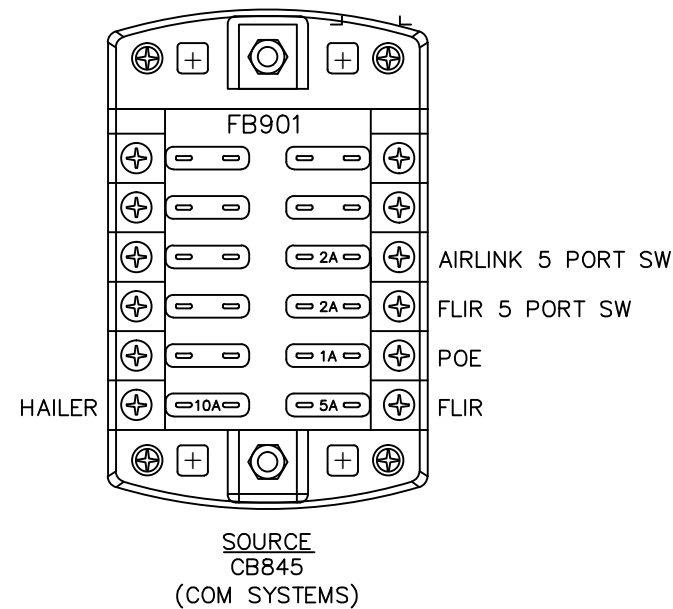
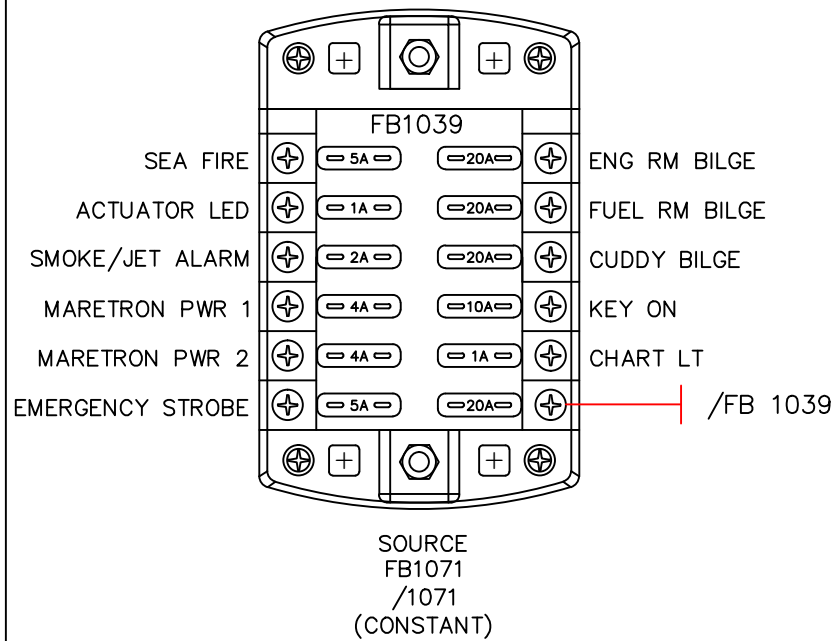


- NOTES:
- 1 ONE "AA" BATTERY IS REQUIRED.
 - 2 METER GROUND MUST BE CONNECTED TO HULL.
 - 3. DO NOT CONNECT REFERENCE CELL TO GROUND.

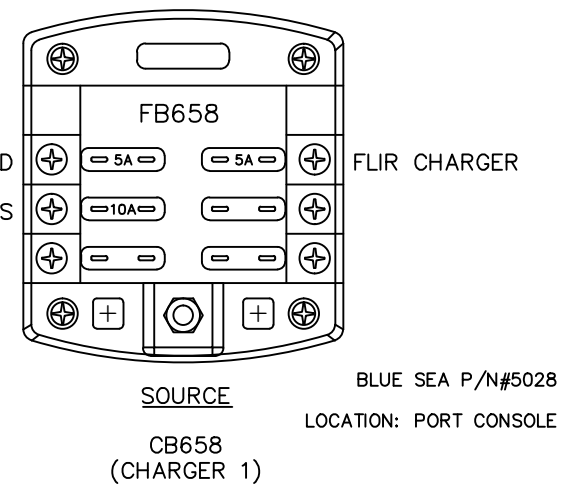
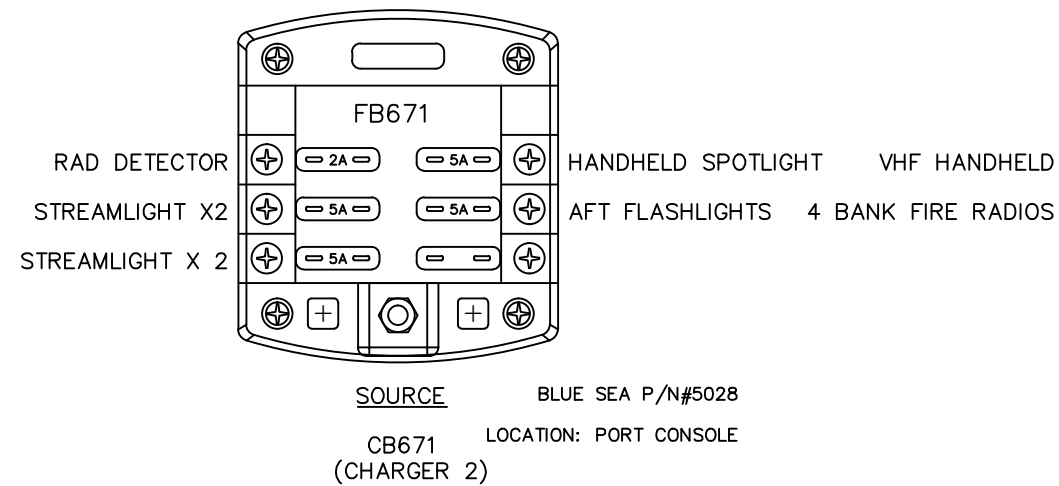
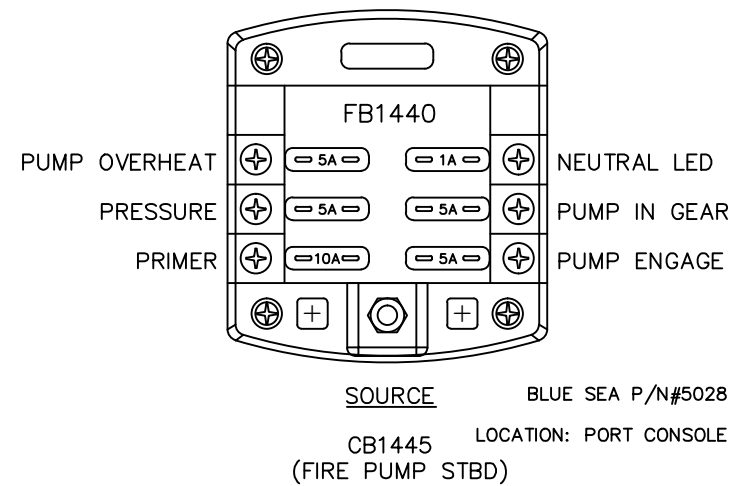
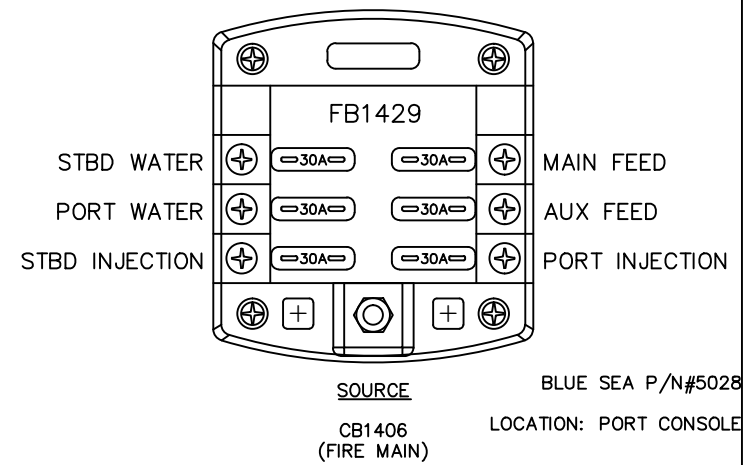
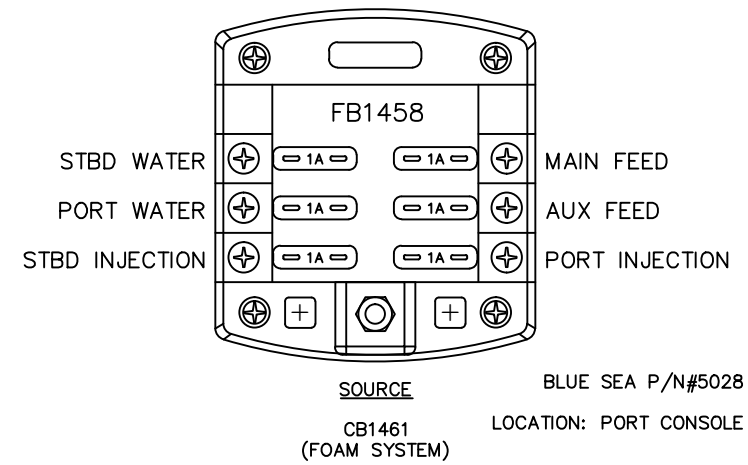
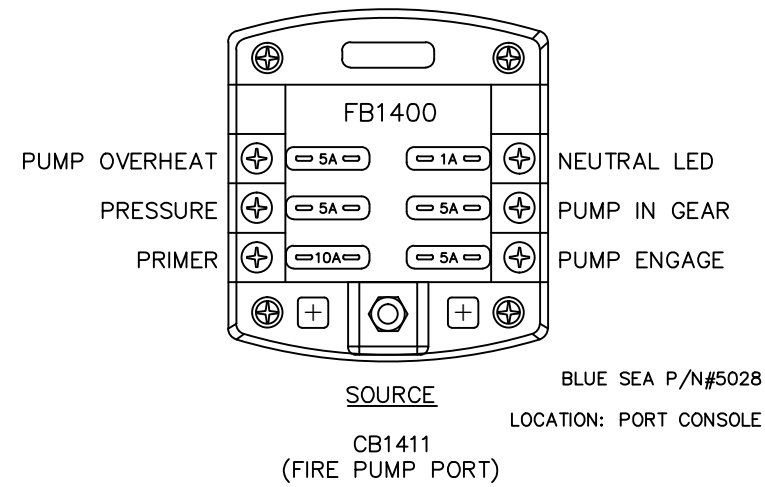
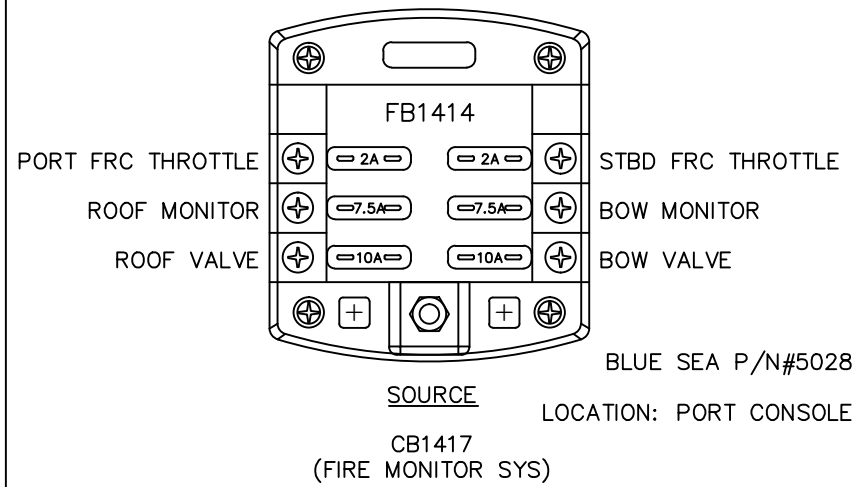
SEAFIRE WIRING DIAGRAM



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CONTRACT	SOLICIT	REV A4	REV	DATE	DRWN	DESCRIPTION	CHKD
REQUISIT	APPROVAL		A0	2014-12-08	BK	PRODUCTION COPY #1	JM
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			A3	2016-03-16	PJ	AS BUILT DRAWING PACKAGE	SL
			A4	2016-06-13	PJ	INTERCONNECT WIRING UPDATE	BR
SCALE NTS	SHEET 16 OF 24	HULL # 0638	JOB #	SIZE B	DWG SET	FS40-638-300	



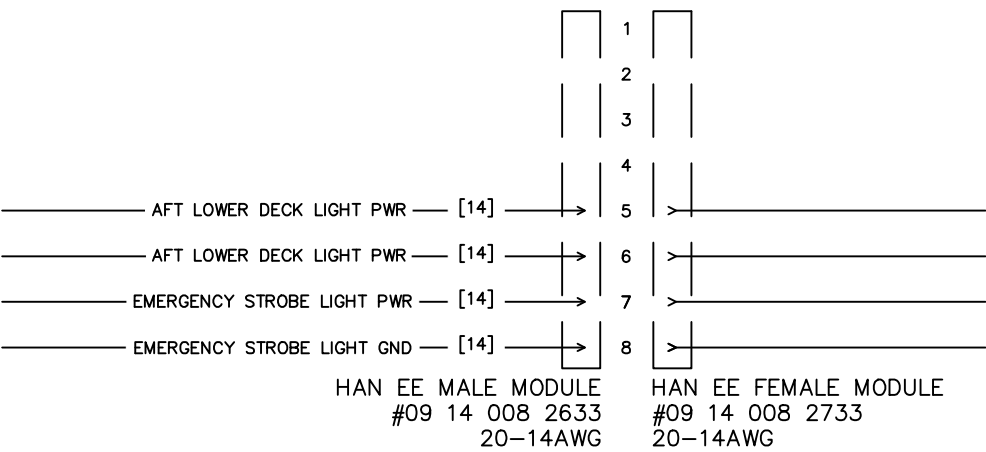
© METALCRAFT MARINE INC. 2014 347 Wellington St., Kingston, ON, Canada PHONE: (613) 542-1810 FAX: (613) 542-6515 www.metalcraftmarine.com			VANCOUVER FS-40 FUSE BLOCKS 1				
CONTRACT	SOLICIT	REV A4	REV	DATE	DRWN	DESCRIPTION	CHKD
REQUISIT	APPROVAL		A0	2014-12-08	BK	PRODUCTION COPY #1	JM
"THIS DRAWING CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF METALCRAFT MARINE INC. AND IS LOANED IN CONFIDENCE WITH THE UNDERSTANDING THAT IT WILL NOT BE REPRODUCED NOR USED IN ANY MANNER WHATSOEVER DETRIMENTAL TO THE BEST INTEREST OF METALCRAFT MARINE INC. AND SHALL BE RETURNED ON DEMAND."			A1	2016-01-07	PJ	PRODUCTION COPY #2	SL
			A2	2016-02-04	PJ	PRODUCTION COPY #3	SL
			A3	2016-03-16	PJ	AS BUILT DRAWING PACKAGE	SL
			A4	2016-06-13	PJ	INTERCONNECT WIRING UPDATE	BR
SCALE NTS	SHEET 17 OF 24		HULL # 0638 JOB #		SIZE B	DWG SET FS40-638-300	



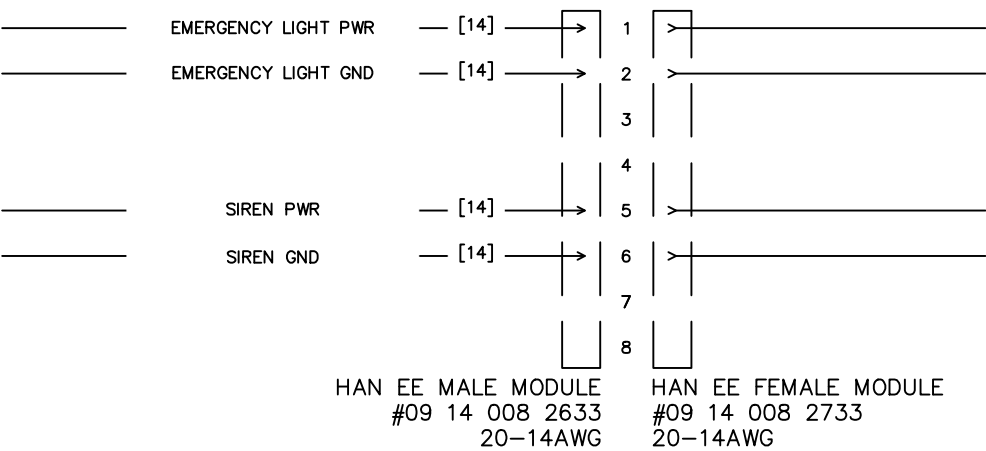
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CONTRACT	SOLICIT	REV A4	REV	DATE	DRWN	DESCRIPTION	CHKD	
REQUISIT	APPROVAL		A0	2014-12-08	BK	PRODUCTION COPY #1	JM	
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			A4	2016-06-13	PJ	INTERCONNECT WIRING UPDATE	BR	
			SCALE NTS		SHEET 18 OF 24		HULL # JOB #	

ARCH PLUG MODULES

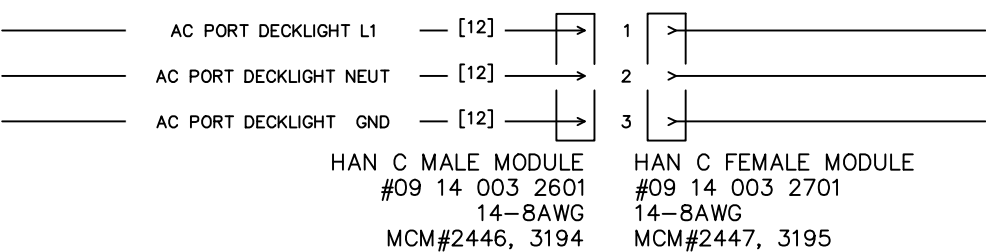
PLUG "A"



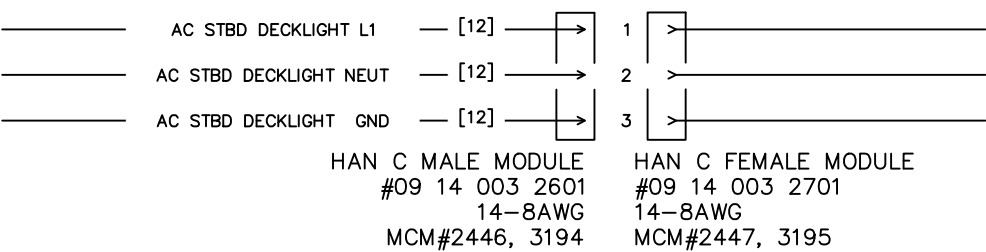
PLUG "B"



PLUG "C"

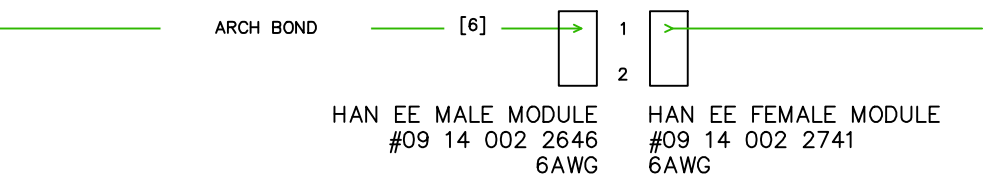


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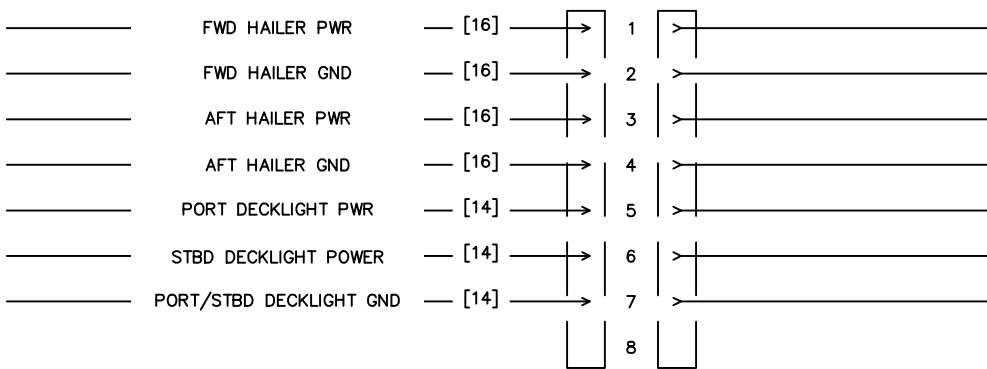


ARCH PLUG MODULES

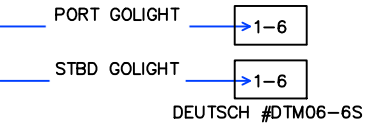
PLUG "E"



PLUG "F"



PLUG "G"



NOTE

- 1 RADAR X2 (HARNESS)AND AIS RG58 – ROOF PENETRATION CABLE CLAM
3. ADF 2 X RG58 – ROOF PENETRATION WOOD HEAD

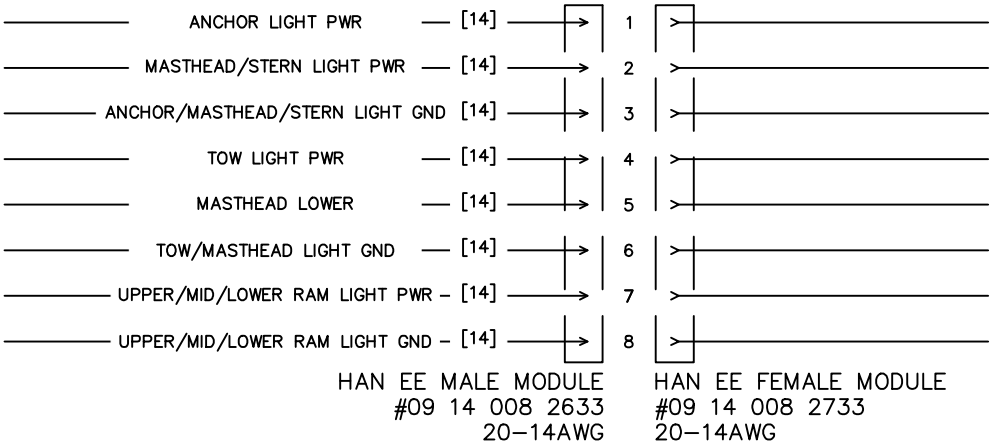
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VANCOUVER FS-40
ARCH PLUG

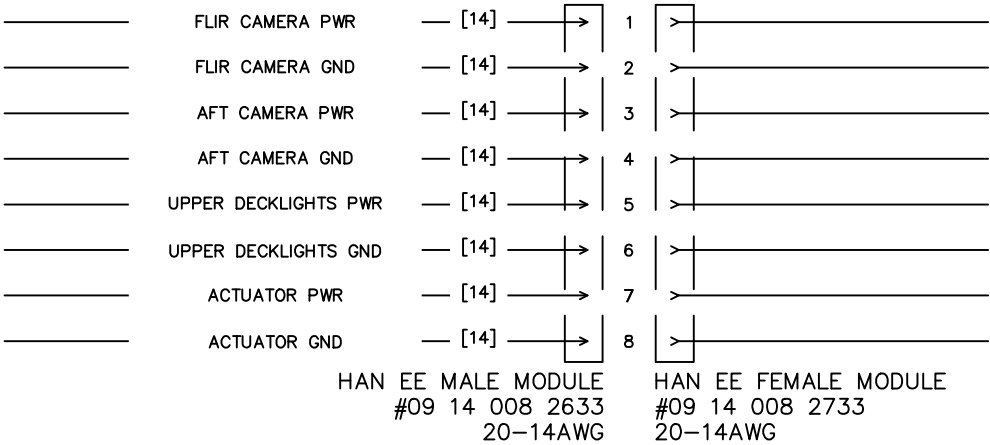
CONTRACT	SOLICIT	REV A4	REV	DATE	DRWN	DESCRIPTION	CHKD
REQUISIT	APPROVAL		A0	2014-12-08	BK	PRODUCTION COPY #1	JM
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			A3	2016-03-16	PJ	AS BUILT DRAWING PACKAGE	SL
			A4	2016-06-13	PJ	INTERCONNECT WIRING UPDATE	BR
SCALE NTS	SHEET 19 OF 24		HULL #	0638	SIZE B	DWG SET FS40-638-300	
			JOB #				

MAST PLUG MODULES

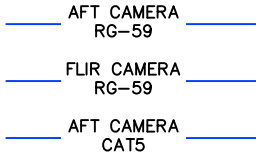
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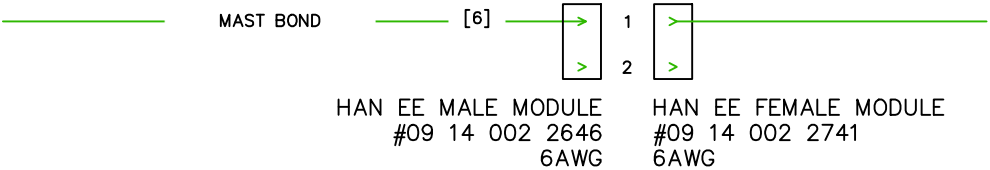
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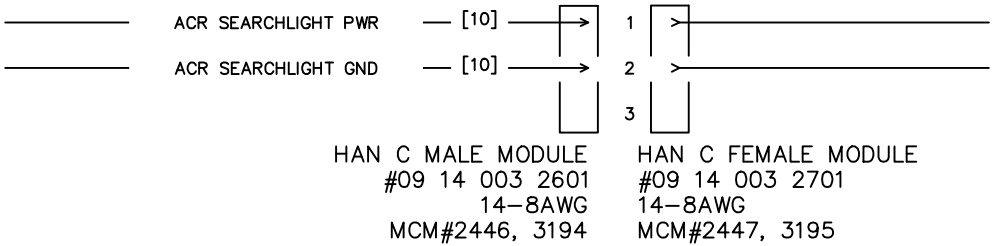
PLUG "C"



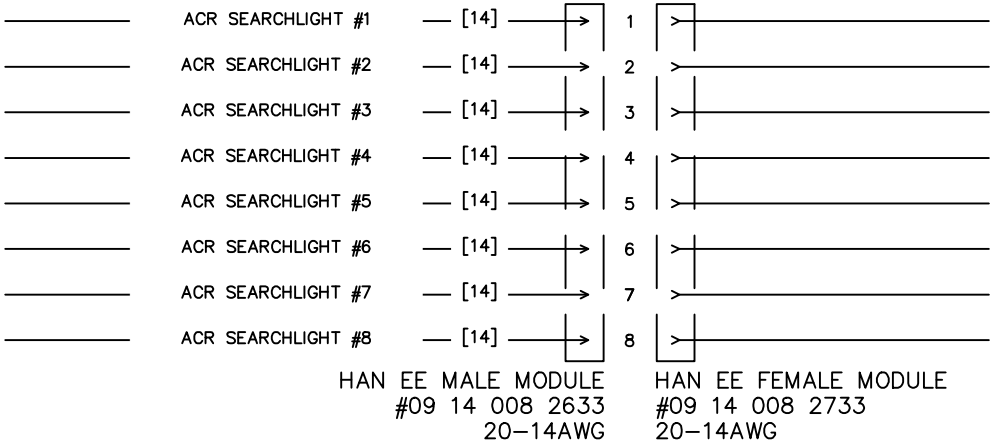
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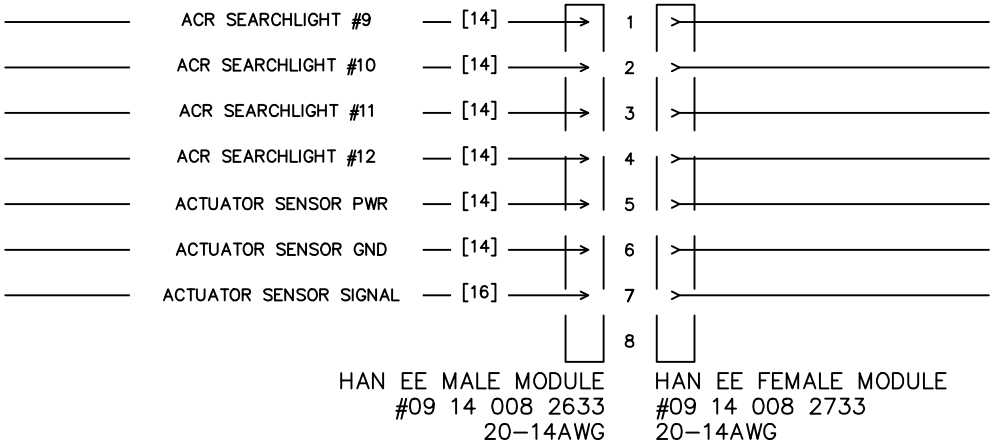
PLUG "E"



PLUG "F"



PLUG "G"



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VANCOUVER FS-40
MAST PLUG

CONTRACT	SOLICIT	REV A4	REV	DATE	DRWN	DESCRIPTION	CHKD
REQUISIT	APPROVAL		A0	2014-12-08	BK	PRODUCTION COPY #1	JM
"THIS DRAWING CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF METALCRAFT MARINE INC. AND IS LOANED IN CONFIDENCE WITH THE UNDERSTANDING THAT IT WILL NOT BE REPRODUCED NOR USED IN ANY MANNER WHATSOEVER DETRIMENTAL TO THE BEST INTEREST OF METALCRAFT MARINE INC. AND SHALL BE RETURNED ON DEMAND."			A1	2016-01-07	PJ	PRODUCTION COPY #2	SL
			A2	2016-02-04	PJ	PRODUCTION COPY #3	SL
			A3	2016-03-16	PJ	AS BUILT DRAWING PACKAGE	SL
			A4	2016-06-13	PJ	INTERCONNECT WIRING UPDATE	BR

SCALE NTS

SHEET 20 OF 24

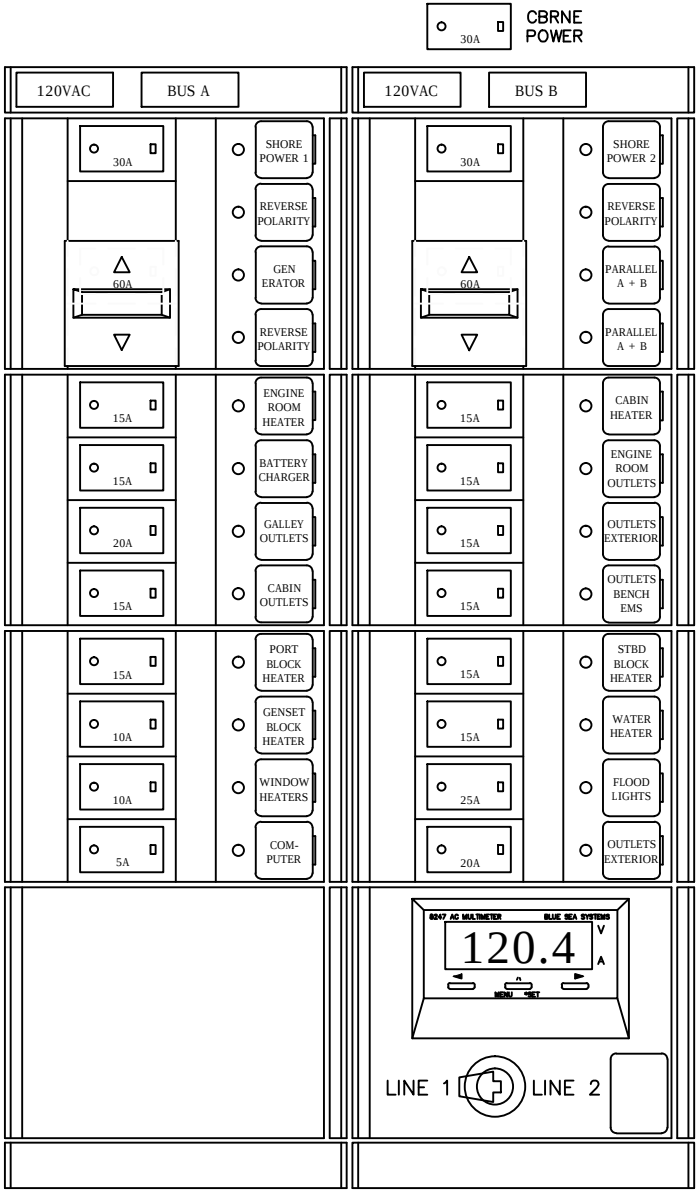
HULL # 0638
JOB #

SIZE B

DWG SET FS40-638-300

AC PANEL

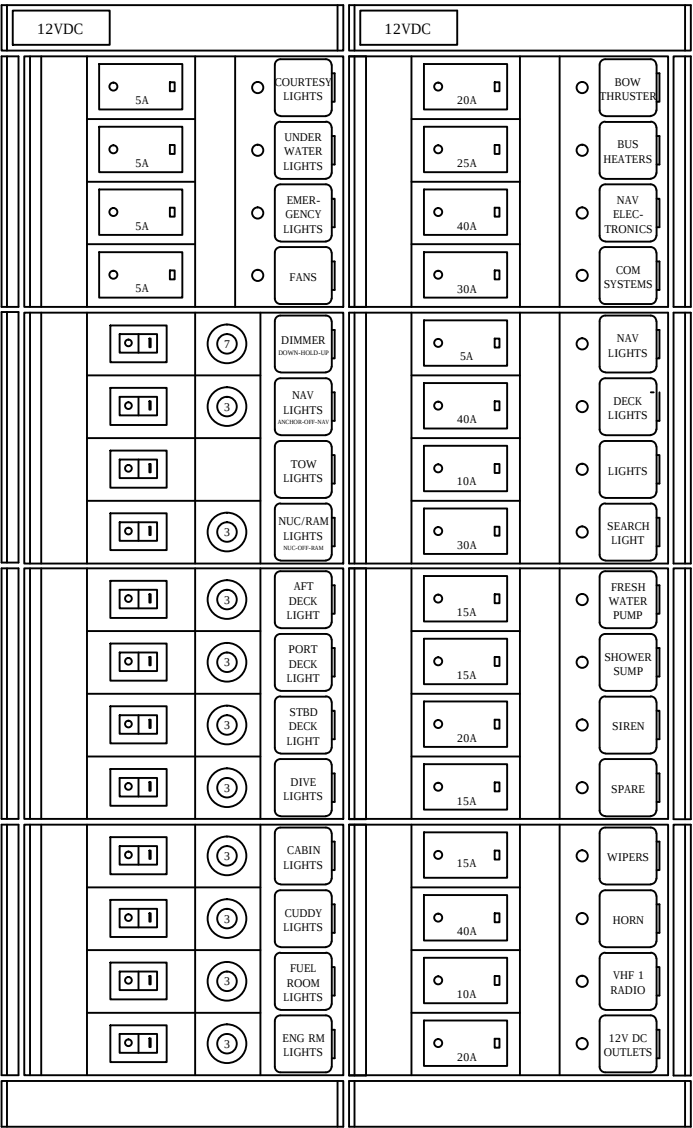
CHART TABLE
PANEL 400



BLUE SEA 360 PANEL
SYSTEM FRAME 2X4
WITH 12V BACKLIGHTING
/ 1049

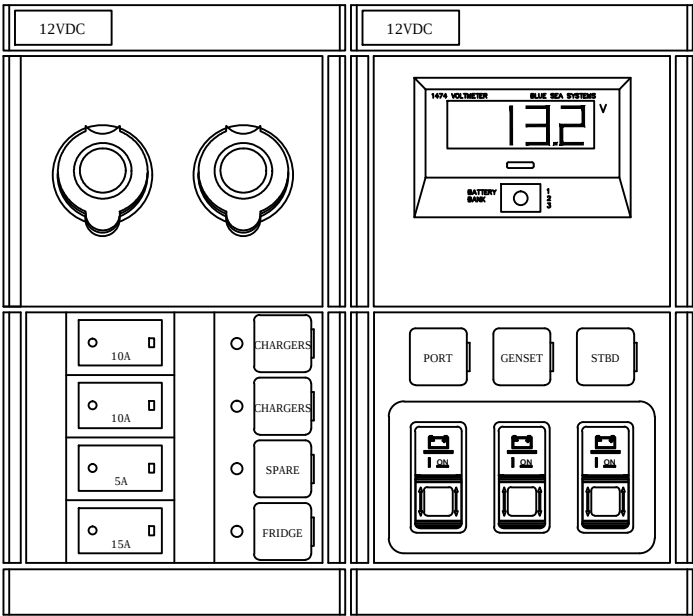
DC PANELS

PANEL 508



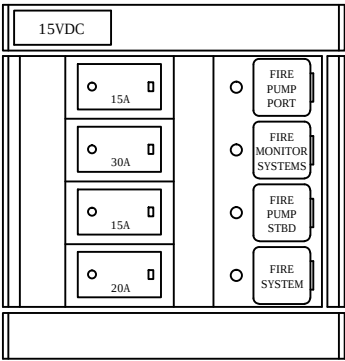
BLUE SEA 360 PANEL
SYSTEM FRAME 2X4
WITH 12V BACKLIGHTING
/ 1049

CONSOLE
PANEL 503

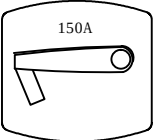


BLUE SEA 360 PANEL
SYSTEM FRAME 2X2
WITH 12V BACKLIGHTING
/ 1049

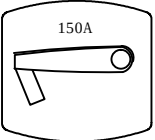
PANEL 1210



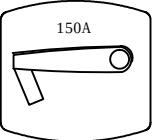
BLUE SEA 360 PANEL
SYSTEM FRAME 1X1
WITH 12V BACKLIGHTING
/ 1049



HOUSE
MAIN



HOUSE
MAIN



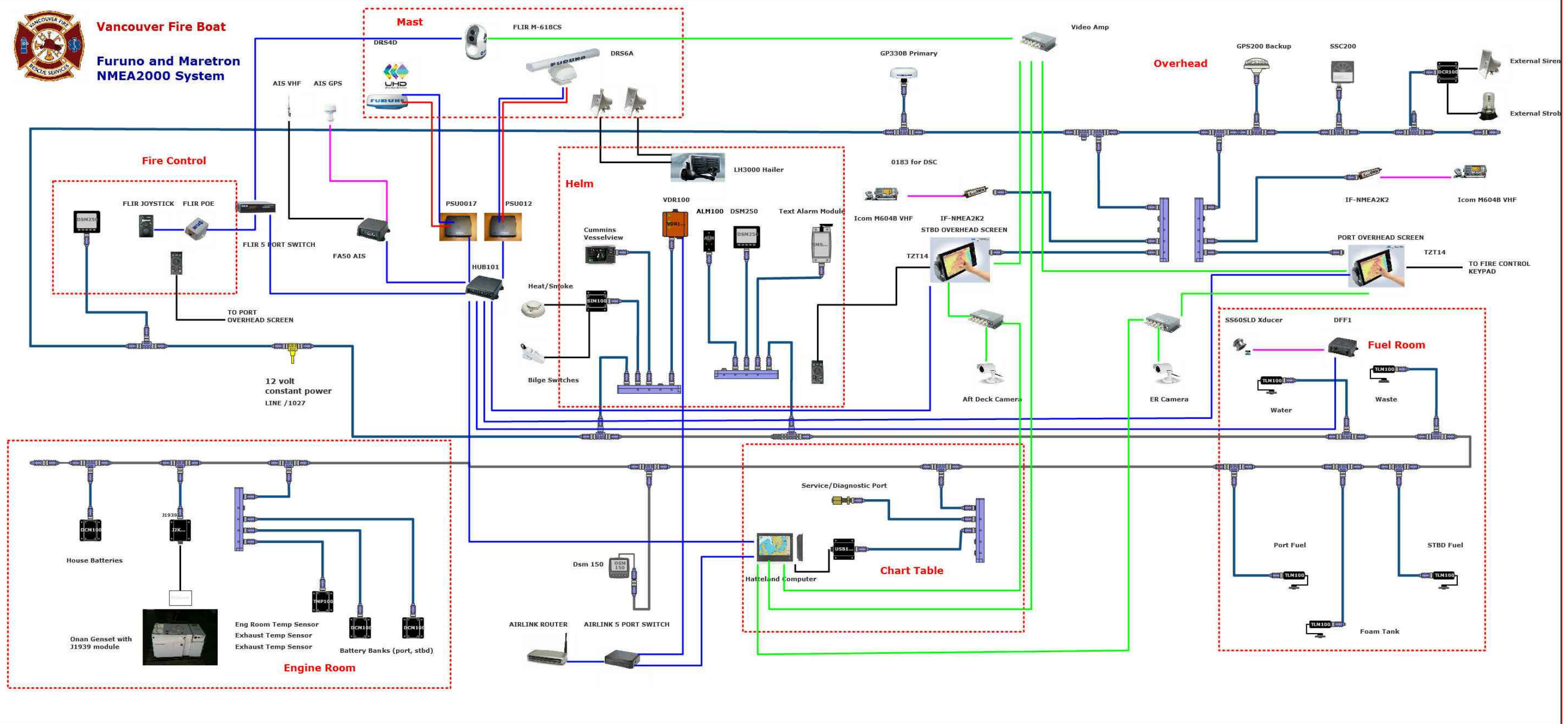
FIRE
MAIN

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CONTRACT	SOLICIT	REV A4	REV	DATE	DRWN	DESCRIPTION	CHKD
REQUISIT	APPROVAL		A0	2014-12-08	BK	PRODUCTION COPY #1	JM
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			A3	2016-03-16	PJ	AS BUILT DRAWING PACKAGE	SL
			A4	2016-06-13	PJ	INTERCONNECT WIRING UPDATE	BR
SCALE NTS	SHEET 21 OF 24		HULL #	0638	SIZE B	DWG SET FS40-638-300	
			JOB #				



Vancouver Fire Boat

Furuno and Maretron
NMEA2000 System



LEGEND

CAT 5	Blue line
VIDEO	Green line
FACTORY	Magenta line
OTHER	Black line
POWER	Red line

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VANCOUVER FS-40
NETWORK DIAGRAM

CONTRACT	SOLICIT	REV	REV	DATE	DRWN	DESCRIPTION	CHKD
REQUISIT	APPROVAL	A4	A0	2014-12-08	BK	PRODUCTION COPY #1	JM
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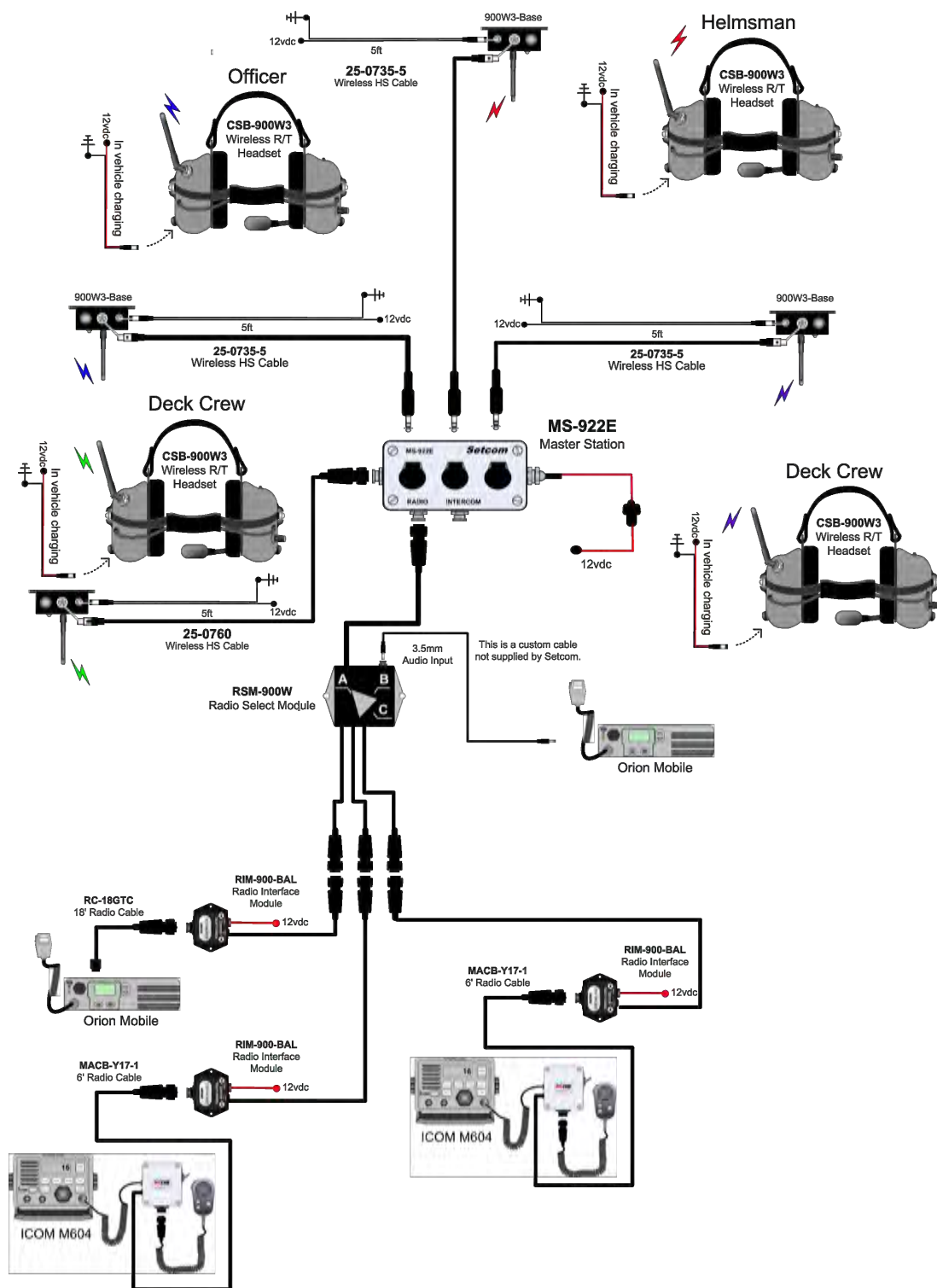
SCALE NTS

SHEET 22 OF 24

HULL # 0638
JOB #

SIZE B

DWG SET FS40-638-300



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VANCOUVER FS-40 SETCOM CONNECTIONS

CONTRACT	SOLICIT	REV A4	REV	DATE	DRWN	DESCRIPTION	CHKD
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			A3	2016-03-16	PJ	AS BUILT DRAWING PACKAGE	SL
			A4	2016-06-13	PJ	INTERCONNECT WIRING UPDATE	BR

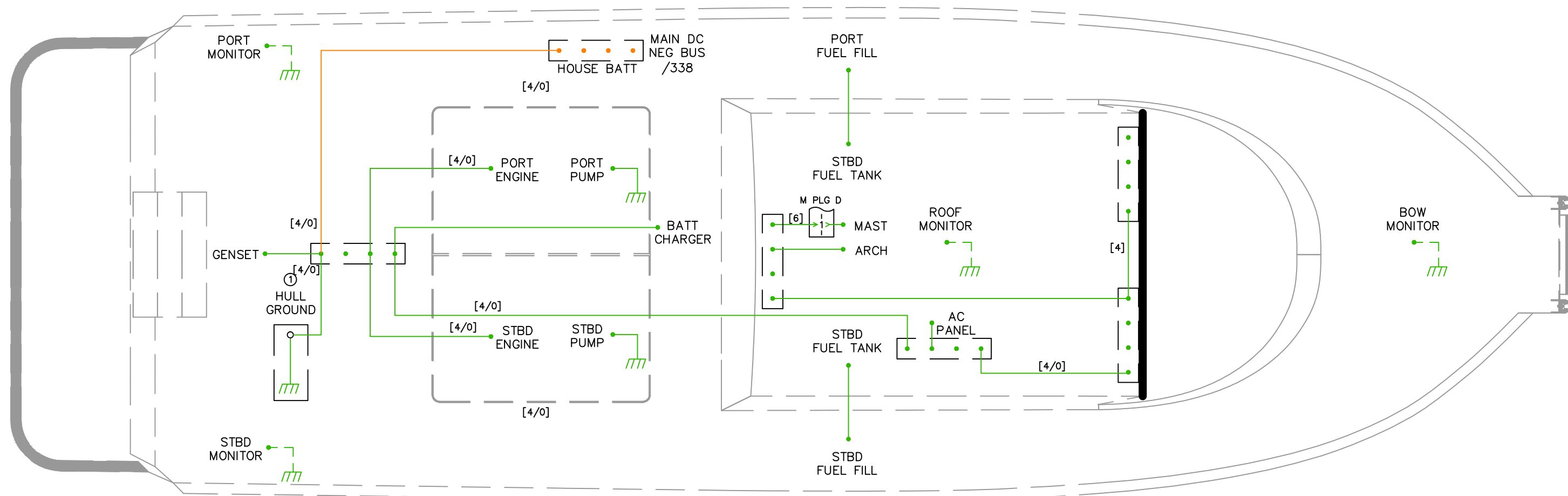
SCALE NTS

SHEET 23 OF 24

HULL # 0638
JOB #

SIZE B

DWG SET FS40-638-300



NOTES:

1. ONE HULL GROUND ONLY.
2. ARCH AND MAST NEED TO BE BONDED.
3. MONITORS MAY NOT REQUIRE LOCAL BONDING CABLE.
5. RESISTANCE BETWEEN HULL AND ALL METALLIC COMPONENTS SHOULD BE LESS THAN ONE OHM. BOND LOCALLY IF REQUIRED.

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VANCOUVER FS-40
BONDING SYSTEM

CONTRACT	SOLICIT	REV A4	REV	DATE	DRWN	DESCRIPTION	CHKD
REQUISIT	APPROVAL		A0	2014-12-08	BK	PRODUCTION COPY #1	JM
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			A3	2016-03-16	PJ	AS BUILT DRAWING PACKAGE	SL
			A4	2016-06-13	PJ	INTERCONNECT WIRING UPDATE	BR

SCALE NTS

SHEET 24 OF 24

HULL # 0638
JOB #

SIZE B

DWG SET FS40-638-300

Planning Scenario and Best Delivery Offered

We have included a snip of our production schedule to show when we can start your new boat which is approximately December of 2024 with delivery approx. end of May 2025.

This is subject to no other unexpected orders coming in ahead of you. We have pending orders from the Defense Innovation Unit, RCMP and CCG Auxiliary, we have accounted for another San Diego 43/44 and Solomon Islands 43/44.

MetalCraft Marine

INCORPORATED

METALCRAFT MARINE WARRANTY



MetalCraft Marine Inc. (MCM) guarantees that the craft sold to the Buyer shall at the time of delivery, be free from defects in materials and/or workmanship. Such guarantees by the contract and MCM shall be in force for a **twenty four (24) month** period from the date that the vessel enters service. MCM warrants its hull assembly and welds for a **ten (10) year** period from the date the vessel enters service.

MetalCraft Marine Warranty

Our boats are designed with a 25 year service life. We assure our boats to be free of defects in materials and/or workmanship for 24 months and warranty our hull seam welds for an **industry leading 10 years**. We have a customer support team that is available 24 hours a day, 7 days a week. Our policy is to take action on service calls within 24 hours. We have highly trained technicians that can be rapidly deployed to any location to ensure that our boats remain ready and able to fulfill their mission at all times. We build strong relationships with our customers and invite you to contact any or all of our references..

MCM makes no guarantee with respect to accessories or equipment manufactured by others, but hereby extends the manufacturer's guarantee, if any, to the Buyer. The propulsion system components carry a separate guarantee by their individual manufacturer's which transfer to the Buyer. These individual guarantees are included in the Buyer's manual's package. MCM assumes no liability for defects found with this equipment. Any malfunction within the propulsion system should be reported to the original equipment manufacturer (OEM) directly or to its local dealer or representative. The manual's package will include phone or fax numbers for contacts.

The Buyer will notify MCM of any defects that are discovered within the warranty period. The Buyer shall report the defect on the warranty claim form found in the manual. Whenever practicable, the Buyer shall, in addition to giving MCM notice of any defect, afford MCM an opportunity to examine the defect or provide evidence of the defect to MCM. Within a reasonable time after such notice MCM shall expeditiously proceed to correct the defect.

Should it not be possible or expeditious for the Buyer to return the defective part to MCM, MCM will authorize a local service center or the customer to carry out the necessary repairs, or send MCM employees to the craft's location at MCM's option. MCM's liability for a repair in the field shall not exceed the cost of repair had the work been conducted at MCM's building facility. The warranty period for the replaced or corrected supply shall remain in effect for one year.

MCM shall have no liability for defects caused by abuse, negligence, or collision occurring, non-approved operations in ice after transfer of title from MCM, or with respect to parts that have been altered or repaired by anyone other than MCM or its nominee.

For immediate service call the numbers listed below:

MetalCraft Marine Inc., North America toll free: **1-800-410-8464**

583 Broadway St. E, Cape Vincent New York 13618 ♦ 347 Wellington Street Kingston Ontario K7K 6N7

www.metalcraftmarine.com

SOURCE SELECTION SENSITIVE

(800) 410-8464

WARRANTY CLAIM FORM



(1) Vessel Type and HIN	(1A) Warranty Item Number	(1B) Warranty Claim Date
(2) BRIEF DESCRIPTION OF WARRANTY claim (include part number identification and equipment manufacturer's name if possible, date of failure, boat location, name of point of contact with telephone and FAX numbers and e-mail address, and all necessary documentations i.e., pictures)		
(3) ACTION TAKEN TO DATE		
(4) RECOMMENDED FURTHER ACTION		
(5) SIGNATURE (PROJECT MANAGER)	(5A) SIGNATURE (WARRANTY ENGINEER)	
(6) DISTRIBUTION: CCC, WMI, PWGSC.		

MetalCraft Marine

INCORPORATED

Key Warranty Terms for Major Components

These are the key item Warranty terms;

Hull weld warranty,	10 years
Engines warranty,	3 years
Electronics warranty,	3 years
Wing Collar,	3 years + 2 years limited
All other items,	2 years

Expected boat life to major refit, 25 years

MetalCraft Marine

I N C O R P O R A T E D

22620 Fisher Road Watertown New York, 13601 - 347 Wellington Street, Kingston Ontario, K7K-6N7

Feb 20-2024

Standard Features

GSA Contract No. 47QSWA20D000E

Mobile Fire Rescue

Interceptor 8M

Quote valid for 30 days

METAL HULL

\$46,270.12

The Interceptor 8M comes complete with 1/4" bottom and 3/16" hull sides. The deck is 3/16" non-skid plate. The entire vessel conforms to ABYC standards. Furthermore, the boat meets USCG CFR 46. The cabin has great visibility with large windows. The vessel is designed to ISO 12215 structural standards, Category B and to ISO 12217 stability standards as required by US Navy and USCG. The Interceptor includes a full MetalCraft Marine 10 year hull warranty. GSA price is for hard sided hull, no collar attachments.

Non GSA Items

Welded collar extrusions

\$1,800.00

METAL OTHER

\$34,702.04

Superstructure

Labor

Materials

Qty

GSA options

HEAVY DUTY ALUMINUM T TOP W/ UPPER E BOX INCL 6' 10" headroom T-top with side and rear curtain tracking for enclosure & Center console with hatch
Dive Doors port & Stbd lift out (SET of 2)
Hinged or mounted dive ladder large

Interceptor console with hatch
MCM lockable pin locks 5 second removal 23" wide
Wymne SS ladder with lock inserts P&S

1 \$8,765.74
1 \$5,375.95
1 \$4,594.46
1 \$1,874.06

Console Seat box/storage
Removable bilge floor/soft patch
Storage seat to port
O/B guard
Tow post small
Trialer bow eye
Grab rail package HD
Handrails aft around cockpit deck (SET of 2)

each \$1812.39
Over fuel tank
To house tactical equipment backboard in behind
aluminum eye
Mounted under T-top and on console
MCM standard design

2 \$3,624.80
1 \$1,933.30
1 \$2,100.10
1 \$1,269.52
1 \$1,570.58
2 \$3,593.53

Non GSA Options

Fuel tanks brackets
Drain pipe scuppers
Aft Lazarelle locker
Pipes for wire/cable ways
Added width of dive doors to 32"

See Systems for tank & install
3" pipe
Open storage under for hose storage
Mounted under console and under deck

4 \$848.76
2 \$226.56
1 \$1,581.80
1 \$210.15
2 \$767.40

PROPULSION

Labor

Materials

QTY

\$106,462.00

Non-GSA Options

Engine installation shipset
OEM Controls and Gauges
Fluids
Props

Suzuki 300 HP V-6 30" legs
Suzuki pre rig
Misc-oil fuel
Confirm props

2
1
1
2

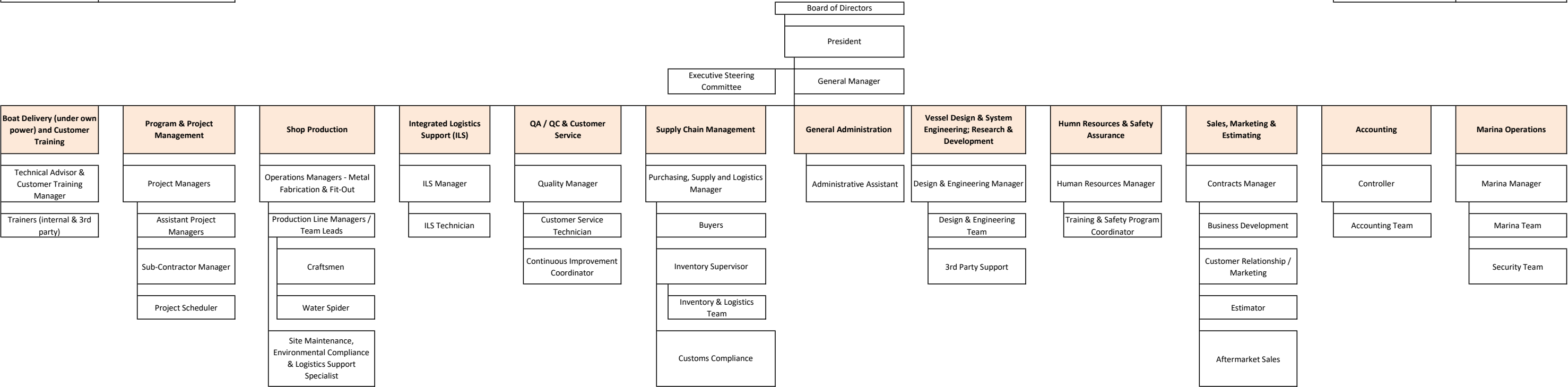
SYSTEMS		Labour		Materials		QTY		\$8,928.33	
GSA Options									
Fuel System									
	Fuel tank 100 USG					1		\$1,632.24	
	Fuel System single tank twin engines					1		\$2,521.68	
	Wiring and Switches					1			
	Fuel shut off with T handles					1			
	Fuel fill and vent					1			
	Hyd steering with power assist steering upgrade					1		\$3,263.27	
Steering System									
	Wash down raw water					1		\$1,511.34	
Non-GSA Options									
Fire System									
	Fire pump		Hale 450			1		\$13,668.00	
	Suction hose		2 1/2" non collapsible 12'			1		\$561.63	
	Gated Wye					1		\$1,258.82	
	Portable streammaster		TFT			1		\$2,770.00	
Bilge system									
	Bilge Pumps		2000 GPM bilge pump			1		\$649.00	
	Installation hardware					1		\$527.00	
	Wiring and Switches		Test switch			1		\$191.00	
	Zipwake trim controllers		Model TBD			1		\$3,661.00	
FITOUT		Labour		Materials		QTY		\$41,760.99	
GSA Options									
	Foam flotation small /medium					1		\$3,142.37	
	Deck non-skid, paint, sandblast or safety walk		Sand blasted decks for non-skid and bottom			1		\$3,324.94	
	Paint, bottom anti-foul 2 coats w/ epoxy primers, medium		Justus epoxy primers and anti fouling bottom only			1			
	Interior cabin paint Zolatone					1		\$4,171.28	
	Anti-fatigue cabin flooring No Trax rubber		Across all weather decks for personnel safety			1		\$1,632.24	
	Tank brackets		Included in GSA C/Console			1		\$2,694.13	
	Mariner suspension seats with arm rests adjustable height/tension (SET of 2)		Rubber mounted 3 sided			1			
	Foam Collar 8M Wing							\$3,044.37	
	Cleats 10" welded aluminum (SET of 6)		See Metal other					\$23,097.79	
	Aft raised bench seat integral to gun locker storage					1		\$1,313.70	
Non GSA Options									
	Anodes		Anodes with al. brackets			3		\$330.99	
	Life ring		24" with poly line			1		\$289.00	

ELECTRICAL		\$34,337.82	
GSA Options			
Labour	Materials	QTY	
Base dual engine system w/2 AIs/3 Batt isolator, includes 8 brkr Bluecass switch panel w/integrated breakers, core heavy battery cabling, 3 batts 2 start and 1 house loads, mainbatt switches, dual USB 12VDC plug, alternator charging circuitry, house wiring circuitry, and start bank circuitry, all marine grade UL approved timed copper wiring with labelled ends and installed to ABYC standards.			
Navigation Lights	Corteggs sid lls	3	\$13,159.50
Electrical labeling& schematic	MCM Standard	1	\$3,083.12
Underwater lights (SET of 2)	Green	2	\$5,272.50
emergency lights Whelen Mini Edge Freedom (SET of 3)		1	\$2,781.25
Radar Stump		1	\$429.36
Base system, includes 9" MF Display chartplotter Q24C radar 4 KW radar 18", S560 transducer		1	\$9,612.09
Noco 15 Amp marine charger	Mounts on boat	1	\$570.84
FLIR	M-332	1	\$15,100.00
Laurus	Mini rad	1	\$3,691.00
Compass	Ritchie B-51	1	\$249.00
VHF Antenna	Shakespeare 5225XT	2	\$698.00
VHF	Ray 53	2	\$1,452.78
Supply and install Raymarine 12" display	Ray Axiom Pro 12" display	1	\$6,124.00
Supply and install side scan sonar	With dual transducers	1	\$3,380.00
Raymarine AIS	AIS 5000	1	\$9,062.00
MISCELLANEOUS		QTY	\$2,599.50
Labour			
Pre delivery Inspections and trials			
Inspection	Fuel, logging data	1	\$2,599.50
Manuals			
Weighting of Boat	Covered by customer	1	
Training - Dana	2 copies COTs manuals	2	161
Loading and prep	Training person expenses	1	208
Preliminary Acceptance at facility	Strick wrap	1	3660
Drawings	As Built Dwg Package	1	1306
Cleaning and prep for shipping	WEST manne	1	580
Labelling		1	1735
Aluminum trailer	Twin axle aluminum	1	539
Total Price (Above Configuration)			\$15,832.00
Freight FOB to Mobile			\$370,144.61
Grand Total			\$6,000.00
Special Discount for City of Mobile			\$376,144.61
Total after discount			(\$12,000.00)
			\$364,144.61

MetalCraft Marine Incorporated
ORGANIZATION CHART

Document #	ANNEX-001
Revision #	02.0

Owner	General Manager
Effective Date	2014-05-31



Revision History		
Revision #	Description	Date
00.0	Initial formal publishing	2014-01-14
01.0	Updated to reflect new positions & reporting structure	2014-03-18
02.0	Added department description above each manager	2014-05-31

QUALITY RECORDS INDEX

Part A: INTRODUCTION

This Index is to be used as a checklist for QA documents relating to the build of the vessel and its installed components. Information contained within this document is proprietary and is not to be duplicated, shared, or transmitted without the express permission of MetalCraft Marine Inc.

If an Acceptance Test Item Fails, record evidence of the problem, including a photo when possible. Correct the item, and repeat the test until acceptable results are obtained. ALL TEST results must be included. ALL AUDITS once completed must be marked "All items noted deficient have been corrected" with the signature of the supervisor and the date signed - prior to the supervisor uploading the file to location given below indicated as "signed".

Part B: Project Details

Project Manager:	Shop Supervisors:	Date:
Project Number:	Project Name:	Customer Contact:
Hull ID Number:	Vessel Name:	

Part C: Documents To Be Attached

Check	Publisher	Doc	Title	Completed file name and location
Contractual Verification				
	MCM Project Manager	VRM	Verification of Requirements Matrix	
	MCM Project Manager		Quality Records Index (this document, completed)	S:*JOB#*\QA\QA Binder\Construction Reports and Audits*JOB#*- Quality Records Index
Metalwork				
	MCM Shop Supervisor	036	Jig Setup Report	S:*JOB#*\QA\QA Binder\Construction Reports and Audits*JOB#*-036 Jig Setup Report
	MCM Shop Supervisor	089	Construction Report	S:*JOB#*\QA\QA Binder\Construction Reports and Audits*JOB#*-089 Construction Report
	MCM Shop Supervisor	094	Tie down and lifting lug Installation Report	S:*JOB#*\QA\QA Binder\Construction Reports and Audits*JOB#*-094 Lifting and Tie down Report
	MCM Shop Supervisor	TR-002	Tank & Sealed Compartment Pressure Test Report	S:*JOB#*\QA\QA Binder\Construction Reports and Audits*JOB#*-TR-002-strake "1" "2" "3" etc
	MCM Shop Supervisor	iAudit	Pre-Plate Inspection	S:*JOB#*\QA\QA Binder\Construction Reports and Audits*JOB#*- Pre Plate signed
	MCM Shop Supervisor	iAudit	Pre-Roll Inspection	S:*JOB#*\QA\QA Binder\Construction Reports and Audits*JOB#*- Pre Roll signed
	MCM Shop Supervisor	iAudit	Post-Roll Final Inspection	S:*JOB#*\QA\QA Binder\Construction Reports and Audits*JOB#*- Post Roll Final signed
	MCM Shop Supervisor	iAudit	Sub-assy - Soft patch Mid-Aft inspection	S:*JOB#*\QA\QA Binder\Construction Reports and Audits*JOB#*- SP MID AFT signed
	MCM Shop Supervisor	iAudit	Sub-assy - Soft patch Mid-Fwd inspection	S:*JOB#*\QA\QA Binder\Construction Reports and Audits*JOB#*- SP MID FWD signed
	MCM Shop Supervisor	iAudit	Sub-assy - Soft patch Mid inspection	S:*JOB#*\QA\QA Binder\Construction Reports and Audits*JOB#*- SP MID signed
	MCM Shop Supervisor	iAudit	Sub-assy - Soft patch Aft inspection	S:*JOB#*\QA\QA Binder\Construction Reports and Audits*JOB#*- SP AFT signed
	MCM Shop Supervisor	iAudit	Sub-assy - Soft Patch Fwd inspection	S:*JOB#*\QA\QA Binder\Construction Reports and Audits*JOB#*- SP FWD signed
	MCM Shop Supervisor	iAudit	Sub-assy - Lazarette box	S:*JOB#*\QA\QA Binder\Construction Reports and Audits*JOB#*- COLLAR RET signed
	MCM Shop Supervisor	iAudit	Sub-assy - Radar Arch	S:*JOB#*\QA\QA Binder\Construction Reports and Audits*JOB#*- ARCH signed
	MCM Shop Supervisor	iAudit	Sub-assy - Engine Guard	S:*JOB#*\QA\QA Binder\Construction Reports and Audits*JOB#*- EGUARD signed
	MCM Shop Supervisor	iAudit	Sub-assy - Collar Clamps	S:*JOB#*\QA\QA Binder\Construction Reports and Audits*JOB#*- COLLAR RET signed
	MCM Shop Supervisor	iAudit	Sub-assy - Console	S:*JOB#*\QA\QA Binder\Construction Reports and Audits*JOB#*- Console signed
	QA Manager	iAudit	Metalwork Process Verification	S:*JOB#*\QA\QA Binder\Construction Reports and Audits*JOB#*- Metalwork Process Audit Signed
Coatings and Metal Finishes				
	Vendor	090	Metal Finish Spec Sheet and Application Report	S:*JOB#*\QA\QA Binder\Construction Reports and Audits*JOB#*- Paint Report
Outfit				
	MCM Shop Supervisor	TR-002	Tank & Sealed Compartment Pressure Test Report	S:*JOB#*\QA\QA Binder\Production and Testing Reports\Completed Test Reports*JOB#*- TR-002 "Tank1" etc
	MCM Shop Supervisor	TR-003	Fuel System Dry page 1	S:*JOB#*\QA\QA Binder\Production and Testing Reports\Completed Test Reports*JOB#*- TR-003
	MCM Shop Supervisor	TR-003-2	Fuel system Dry page 2	S:*JOB#*\QA\QA Binder\Production and Testing Reports\Completed Test Reports*JOB#*- TR-003-2
	MCM Shop Supervisor	TR-004	Hydraulic Steering Pressure	S:*JOB#*\QA\QA Binder\Production and Testing Reports\Completed Test Reports*JOB#*- TR-004
	MCM Shop Supervisor	TR-005	Hydraulics Systems Pressure	S:*JOB#*\QA\QA Binder\Production and Testing Reports\Completed Test Reports*JOB#*- TR-005
	MCM Shop Supervisor	TR-006	Vessel Dimension Report	S:*JOB#*\QA\QA Binder\Production and Testing Reports\Completed Test Reports*JOB#*- TR-006
	MCM Shop Supervisor	TR-007	Bilge Test Dry Report	S:*JOB#*\QA\QA Binder\Production and Testing Reports\Completed Test Reports*JOB#*- TR-007
	MCM Shop Supervisor	TR-009	Bilge Blower Test Report	S:*JOB#*\QA\QA Binder\Production and Testing Reports\Completed Test Reports*JOB#*- TR-009
	MCM Shop Supervisor	TR-010	Battery Test Report	S:*JOB#*\QA\QA Binder\Production and Testing Reports\Completed Test Reports*JOB#*- TR-010
	MCM Shop Supervisor	TR-011	Electrical Test Report 1	S:*JOB#*\QA\QA Binder\Production and Testing Reports\Completed Test Reports*JOB#*- TR-011
	MCM Shop Supervisor	TR-012	Water Ingress Test Report	S:*JOB#*\QA\QA Binder\Production and Testing Reports\Completed Test Reports*JOB#*- TR-012
	MCM Shop Supervisor	TR-014	Steering Test Report	S:*JOB#*\QA\QA Binder\Production and Testing Reports\Completed Test Reports*JOB#*- TR-014
	MCM Shop Supervisor	TR-015	Fuel System Wet	S:*JOB#*\QA\QA Binder\Production and Testing Reports\Completed Test Reports*JOB#*- TR-015
	MCM Shop Supervisor	TR-016	Accessory & Safety Inspection Report	S:*JOB#*\QA\QA Binder\Production and Testing Reports\Completed Test Reports*JOB#*- TR-016
	MCM Shop Supervisor	TR-017	Tube Set	S:*JOB#*\QA\QA Binder\Production and Testing Reports\Completed Test Reports*JOB#*- TR-017
	MCM Shop Supervisor	TR-019	Navigation Light Inspection Report	S:*JOB#*\QA\QA Binder\Production and Testing Reports\Completed Test Reports*JOB#*- TR-019
	MCM Shop Supervisor	TR-020	Lifting Test Report	S:*JOB#*\QA\QA Binder\Production and Testing Reports\Completed Test Reports*JOB#*- TR-020
	MCM Shop Supervisor	TR-021	Electronic Navigation Systems Verification Report	S:*JOB#*\QA\QA Binder\Production and Testing Reports\Completed Test Reports*JOB#*- TR-021
	MCM Shop Supervisor	TR-022	Weight Test	S:*JOB#*\QA\QA Binder\Production and Testing Reports\Completed Test Reports*JOB#*- TR-022
	MCM Shop Supervisor	TR-024	Seating Test Report	S:*JOB#*\QA\QA Binder\Production and Testing Reports\Completed Test Reports*JOB#*- TR-024
	MCM Shop Supervisor	097	Hydraulic System Flush Report	S:*JOB#*\QA\QA Binder\Production and Testing Reports\Completed Test Reports*JOB#*-097
	MCM Shop Supervisor	TR-033	Cockpit Drainage	S:*JOB#*\QA\QA Binder\Production and Testing Reports\Completed Test Reports*JOB#*- TR-033
	MCM Shop Supervisor	TR-032	Piping System Pressure Test	S:*JOB#*\QA\QA Binder\Production and Testing Reports\Completed Test Reports*JOB#*- TR-032
	MCM Shop Supervisor	TR-034	Bilge System Wet	S:*JOB#*\QA\QA Binder\Production and Testing Reports\Completed Test Reports*JOB#*- TR-034
	MCM Shop Supervisor	TR-035	Pull testing	S:*JOB#*\QA\QA Binder\Production and Testing Reports\Completed Test Reports*JOB#*- TR-035
	MCM Shop Supervisor	TR-036	Blackout system	S:*JOB#*\QA\QA Binder\Production and Testing Reports\Completed Test Reports*JOB#*- TR-036
	MCM Shop Supervisor	TR-037	Electrical Test Report 2	S:*JOB#*\QA\QA Binder\Production and Testing Reports\Completed Test Reports*JOB#*- TR-037
	MCM Shop Supervisor	TR-038	Bent parts verification	S:*JOB#*\QA\QA Binder\Production and Testing Reports\Completed Test Reports*JOB#*- TR-038
Certificates and Certifications				
	MCM PM	CERT-001	Lifting Points Certification	S:*JOB#*\QA\QA Binder\Certificates and Certifications*JOB#*- CERT-001 Lifting points
	MCM PM	CERT-002	Vessel Weight Certification	S:*JOB#*\QA\QA Binder\Certificates and Certifications*JOB#*- CERT-002 Weight
	MCM PM	3rd Party	Attwood Bilge Blower	S:*JOB#*\QA\QA Binder\Certificates and Certifications*JOB#*- Attwood Certification
	MCM PM	3rd Party	Wing Collar QA checks (from Wing)	S:*JOB#*\QA\QA Binder\Production and Testing Reports\Completed Test Reports*JOB#*- WING
	MCM Shop Supervisor	CWB	CWB Certifications of Welders	S:*JOB#*\QA\QA Binder\Certificates and Certifications*JOB#*- CWB "1" "2" "3" etc
Builders Trials				
	Vendor	3rd Party	Engine Supplier Start-Up, Sign-Off	S:*JOB#*\QA\QA Binder\Trials Reports*JOB#*- Engine Sign off
	Vendor	3rd Party	Jet Supplier Installation review	S:*JOB#*\QA\QA Binder\Trials Reports*JOB#*- Jet Sign off
	Vendor	3rd Party	Generator Supplier Start-Up, Sign-Off	S:*JOB#*\QA\QA Binder\Trials Reports*JOB#*- Generator Sign off
	MCM PM		Marine Forecast	S:*JOB#*\QA\QA Binder\Trials Reports*JOB#*- Trials Forecast
	MCM PM	TR-026	Tracking and Station Keeping	S:*JOB#*\QA\QA Binder\Trials Reports*JOB#*- TR-026
	MCM PM	TR-027	Acceleration & Speed	S:*JOB#*\QA\QA Binder\Trials Reports*JOB#*- TR-027
	MCM PM	TR-028	Vessel Endurance	S:*JOB#*\QA\QA Binder\Trials Reports*JOB#*- TR-028
	MCM PM	TR-029	Astern Propulsion	S:*JOB#*\QA\QA Binder\Trials Reports*JOB#*- TR-029

2016-08-04 756

MetalCraft Marine

BUILDERS OF CUSTOM HIGH-PERFORMANCE ALUMINUM PATROL BOATS

— THE — *Interceptor*



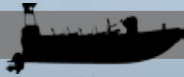
A New Generation of Military Patrol Boat



MetalCraft Marine

www.metalcraftmarine.com • 1-800-410-8464

THE *Interceptors*



7M - 23' c/console/T-top/cabin - out/bd or in/bd



8M - 26' c/console/T-top/cabin - out/bd or in/bd



9M - 30' c/console/T-top/cabin - out/bd or in/bd



10M - 33' c/console/T-top/cabin - out/bd or in/bd



11M - 36' c/console/T-top/cabin - out/bd or in/bd



12M - 40' c/console/T-top/cabin - out/bd or in/bd



**15 - 20M - 50 - 65'
full cabin with cuddy - twin jet or prop**

Custom models can be developed for your specific mission

DESIGN FEATURES

- ISO 12217 CAT B operable
- Extremely fine bow entry
- Drysoft ride - tested to 64 knots
- Excellent visibility/ABYC sightlines
- Easy access full height side doors
- 6'10" headroom cab in 6'4" cuddy
- Wing-air, D-collar foam or hybrid
- 1-6 gun positions with ballistic package
- Excellent trimability up to 16 degree
- Hingeable radar mast (nine second deploy)

MetalCraft Marine

www.metalcraftmarine.com

METALCRAFT MARINE: THE WORLD LEADER IN HIGH-SPEED ALUMINUM CRAFT

With **34 years in business**, MetalCraft Marine designs and builds some of the world's greatest high-performance military patrol boats. Every boat is designed to meet each customer's unique mission requirements. With manufacturing facilities in Northern New York State and Ontario we service American, Canadian and International customers. Our **experienced staff of naval architects, engineers and highly skilled craftsmen, along with our team of over 100 employees are committed to building you a perfectly customized boat and giving you the best value for your investment.**

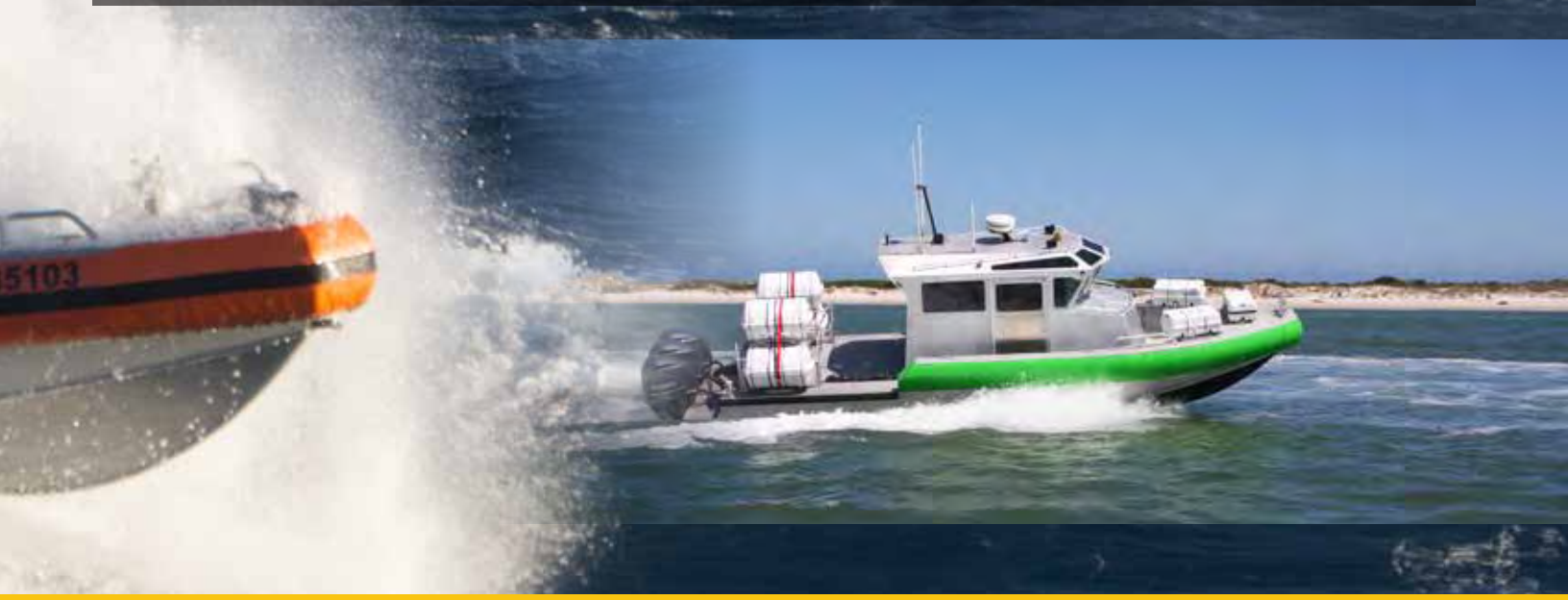
Metalcraft Marine is a large exporter of aluminum boats. We have been exporting boats for over twenty-five years and in **2018 more than 75% of our sales were exported.** This demonstrates our ability to work with our foreign partners to ensure success in exporting and supplying in-country product and customer support.

Our **Quality Assurance** Department is ISO 9000 equivalent and we **provide an industry leading 10-year hull seam warranty.** This guaranteed high-standard is reflected in that our customers have the **lowest ratio of warranty claims of North American builders** at 0.2% of revenue (the industry average is 2-3%!). Our commitment to building you the best boat in your fleet translates into minimal down time so your boats are ready for service when duty calls.

MCM's MetalCraft Marine's in-house design and engineering department verify the design parameters of every boat to ensure **we deliver the latest technology and most appropriate turnkey product for our customers.** Whether your mission requires stealth capabilities, target tracking, optimal fuel burn, extreme conditions, high-speed load carrying or lowest cost of ownership, we design solutions tailored to your needs.

As a U.S. General Services Administration (GSA) partner with manufacturing facilities in Northern New York State and a staff with a **proven track record in assisting our customers throughout the procurement process** to meet delivery goals and ongoing service needs, MetalCraft Marine is ready to provide you with a comprehensive solution, so you can focus on your primary tasks at hand.

Metalcraft Marine has **strategic partnerships** with Connor Industries' Stanley Custom Boats. Together we provide **global solutions for high volume orders**, including comprehensive training and logistics.



MetalCraft Marine

www.metalcraftmarine.com

FR-7m-23'

CENTER CONSOLE | T-TOP

METALCRAFT MARINE: THE WORLD LEADER IN HIGH-SPEED ALUMINUM CRAFT



The First Responder was designed specifically for Patrols that rely on single operators that need a tough boat that can be trailered to various patrol areas and can be easily launched and recovered by a single person. An F-150 easily handles the 4500 lb vessel. The square bow design, was influenced by the Boston Whaler Montauk and Guardian models, which provides much more space in the bow area, but both fore and aft decks are expansive. The boat comes standard with metal rubrail or 3" D rubber but also is available with foam fendered sides. The boat comes standard with an aluminum T-top, overhead comms locker and long gun/side arm locker. There is an amazing amount of storage with three bow lockers, forward seat lockers and P&S stern lockers in addition to the large gun locker. There are also several line pockets port and stbd. There are P&S swim platforms so if you ding a prop you can change it out on the water. The boat has 1/4" bottom plating with a beaching shoe of 1/4" over it, landing on a rocky shore is no issue at all for the FR-23. Like all MetalCraft boats it comes with our standard 10 year hull warranty.

Vessel Particulars

Mission: Trailerable Patrols

- LOA-25'6"
- BOA-7'11" w/D rubber
- BOA-8'5" w/foam fender
- Fuel capacity-88 USG
- Engines- 250-300 HP

IN-7m-23'

CENTER CONSOLE | T-TOP | CABIN

METALCRAFT MARINE: THE WORLD LEADER IN HIGH-SPEED ALUMINUM CRAFT

OTH IV



The development of the Interceptor design began with the USCG Long Range Interceptor II Program. The LRI had to transit far over the horizon to Intercept and seize vessels in contravention of International laws on smuggling and anti terrorism. The objectives of the design were to provide an above average Interceptor for offshore and riverine that was specifically designed to provide the best riding offshore platform for vessel board search & seizure. The 7M is designed to fit into existing shipboard cradles and davits that previously fit lesser GRP vessels. A rugged aluminum hull is lighter and stronger than any GRP craft available and can withstand ice and shipboard launches in high sea states.

USCG CB-L



Vessel Particulars

Mission: Shipboard, VBSS, Policing/SAP

- LOA - 23'
- BOA - 8'6"
- Inside beam - 6.5'
- O/B - 2 X150 HP - 2X300 HP
- Speed - 40-50 knots
- I/B Diesel with jet - 550HP
- Collar- Foam, air or hybrid
- Options - T-top or wheelhouse
- Electronics - Customer options
- Gun positions - 1-2
- Ballistic protection - Portable Level III



MetalCraft Marine

www.metalcraftmarine.com

IN-8m-26'

CENTER CONSOLE | T-TOP | CABIN

METALCRAFT MARINE: THE WORLD LEADER IN HIGH-SPEED ALUMINUM CRAFT



As the Interceptor concept developed the MetalCraft design group looked to include a full cabin option for every model size including the 7 and 8M models. The concept was that the War-fighter cannot be as safe when operating in very severe temperature conditions for long periods in an open boat, as if he were sheltered in a heated-air conditioned cabin. A flotation suit cannot keep a man warm and alert for several hours in cold severe sea conditions. The design objective required a larger cabin to accommodate warm bulky gear and the crew's need to move about unimpeded. Also additional headroom was added to accommodate helmets or caps. The cuddy has much needed storage space and standing headroom. All of this was achieved and measured to ensure that intact stability could be met to ISO 12217 standards in rough sea high wind conditions.

Vessel Particulars

Mission: Harbor Security, Force Protection

- LOA - 26'
- BOA - 8'6"
- Inside beam - 7'10"
- Outboard - 2X150HP - 2X300HP
- Speed - 40-50 knots
- Inboard - 500HP
- Collar - foam, air or hybrid
- Options - T-top or Wheelhouse
- Electronics - Customer Options
- Gun Positions 1-2
- Ballistic Protection - Portable Level III



IN-9m-30'

PATROL/SAR

METALCRAFT MARINE: THE WORLD LEADER IN HIGH-SPEED ALUMINUM CRAFT



The 9M Interceptor shown is the culmination of design effort where it provides an ISO 12217 Class B severe service assault craft which has so many design nuances, such as stealth technology, multi craft targeting, four gun positions, shock absorbing over size air collar with integral compressor, superior Shoxs 2G suspension seats, capable of trimming up 16 degrees, capable of 64 knots with a soft dry ride and...super quiet. She can be launched by trailer, helo or C-130 or ship. This multi-role platform has a cargo deck to accommodate a full skid load of cargo.

The cabin design, has above average headroom yet meets road legal height restrictions when being trailered. For trailered craft MCM has developed a rapid launch retrieval system. The cabin has excellent visibility and spotter windows for coming alongside ships and high piers. The side spotter windows are designed to be at driver eye level in hard over turns. The side doors are designed for easy ingress/egress for larger operators.



Vessel Particulars

Mission: VBSS, High Speed Interdiction, Riverine

- LOA - 30' 8"
- BOA - 9' 10"
- Headroom cabin 6'10", cuddy 5'11"
- O/B - 2X300 - 2X400HP
- I/B - 2X220 - 2X400HP
- Speed - 45-55knots
- Options T-top or wheelhouse
- Gun position 1-6
- Ballistic protection - Portable Level III



MetalCraft Marine

www.metalcraftmarine.com

IN-10m- 34'

OPEN CENTER CONSOLE OR FAST ATTACK CABIN

METALCRAFT MARINE: THE WORLD LEADER IN HIGH-SPEED ALUMINUM CRAFT



The Interceptor 10M is a stretched 9M. Not always does a smaller beam to length ratio mean the boat is more easily moved through the water, but in the case of the 10M it was remarkable. It was immediately felt by our in house crews who found its response even better than the 9M. Also what was apparent was the much larger deck spaces both fore and aft. In the Mississippi T-top version there is a walk in head/storage area in the cuddy accessed from the foredeck. This area has also been designed as a recessed gunner area that is easily provided with ballistic protection and the gunner is not exposed on the foredeck nor is he blocking the visibility of the helmsman. There is a slightly less arc of fire but with the gun out of the way forward it provides much more foredeck access for the rest of the crew. This coupled with a drop down bow gate makes beaching maneuvers simple. Make sure you reserve a test ride, this is not like any boat you have driven before.

Vessel Particulars

- LOA- 36'6"
- BOA-10'
- Hard Beam- 8'6"
- Speed – 64 MPH
- Power – 3 X 300 – 3 X 350 HP



MetalCraft Marine

www.metalcraftmarine.com

IN-10m-34'

CABIN PATROL/SAR

METALCRAFT MARINE: THE WORLD LEADER IN HIGH-SPEED ALUMINUM CRAFT



Features

- Excellent visibility meets ABYC sight lines
- 6'10" headroom in main cabin, 5'11" in cuddy
- Climate controlled cabins
- Very low Db ratings
- Soft or hard sided designs
- Locked removable dive doors P&Stbd w/dive lights
- Designed in SOFT DRY RIDE
- 8'6" road legal with collar removed or deflated
- Stability to ISO 12217 CAT B 13-19' waves
- Optional removable cabin sides and rear wall
- Side curtains available with ballistic protection
- Recessed gunner hatch
- Optional genset storage with easy access
- Well deck forward or Offshore cuddy for wave break
- Amazing ability to trim to meet wave conditions



MetalCraft Marine

www.metalcraftmarine.com

11m Long Range Interceptor

OVER THE HORIZON VESSEL BOARD SEARCH & SEIZURE/SAR

METALCRAFT MARINE: THE WORLD LEADER IN HIGH-SPEED ALUMINUM CRAFT



The 11M LRI started it all. With thousands of sea miles attributed to the LRI Program we have applied this experience to the entire line. The key design requirement of the LRI was stern ramp recovery at sea, SS4 operable, SS5 survivable. The contract requirement for recovery was 5 kts, objective was 8 kts, we have reached 12 and believe we can do more. She can run at high speed with twin outboards but can take triple or quad or Konrad diesel outdrives or jets.



Vessel Particulars

Mission: Longrange VBSS, Highpayload, Riverine

- LOA - 39'
- BOA - 11'5"
- Draft - 24"
- Complement - 15
- Seating - 4-15
- Headroom 6'10" or 6'4" cuddy
- Weight - 22,000 lbs
- Ballistic Protection - Portable Mounting Level III
- Engine options - Diesel/outboard/jet/outboard

12m Patrol Interceptor Diesel I/O-W/J

CLIMATE CONTROLLED | SEVERE SEA STATE | COMMAND POST | FORCE PROTECTION

METALCRAFT MARINE: THE WORLD LEADER IN HIGH-SPEED ALUMINUM CRAFT



Vessel Features

- Wheelhouse with heating, ventilation, and air conditioning options
- Available in center console and T-top configurations
- Foam, air or hybrid D shaped or full round collar configurations
- 6'4" standing headroom in cuddy with optional head, galley and berth
- ABYC Sightlines and optimized visibility through spotter windows
- Sound dampened cabin - 76 dB at cruise
- Removable or hinged dive doors for ease of ingress/egress
- Rapid deployable platform - from trailer to underway in minutes.
- Unrestricted over the road transport available
- Ballistics package w/armament foundations available

Vessel Particulars

Mission: Municipal Policing, SAR/Fire, Force Protection

- LOA - 40'
- BOA- 11'6"
- Draft 24"
- Power - 600-1200 HP
- Diesel Inboard outboard available
- or Waterjet powered
- 5'11" headroom in cuddy
- 6'10" headroom in cabin



MetalCraft Marine

www.metalcraftmarine.com

12m Outboard Interceptor

OVER THE HORIZON VESSEL BOARD SEARCH & SEIZURE/SAR

METALCRAFT MARINE: THE WORLD LEADER IN HIGH-SPEED ALUMINUM CRAFT



Vessel Features

- Optional Cabin or T-top or Center console
- ABYC Sightlines
- Dive doors Port and/or Stbd
- Ballistic Package/ Optional
- HVAC
- Foam/Air/Hybrid
- Optional Head/Galley/Berth
- Sound dampened Cabin at 76 dB at Cruise

Vessel Particulars

Mission: Municipal Policing, SAR/Fire, Force Protection

- LOA - 39.9
- BOA- 11'6"
- Draft 24"
- Power - 600-1200 HP
- 5'11" headroom in cuddy
- 6'10" headroom in cabin

12m Wide Body Patrol Interceptor

CLIMATE CONTROLLED | SEVERE SEA STATE | COMMAND POST | FORCE PROTECTION

METALCRAFT MARINE: THE WORLD LEADER IN HIGH-SPEED ALUMINUM CRAFT



The 12M wide body Interceptor is a multi role high speed platform with major load carrying capacity. She can have several days of autonomy and can have up to 6 gun positions. The large cabin can take up to 6-8 in the main cabin has a galley/head V-berth arrangement below deck



Vessel Particulars

Mission: Extended Watch, command post, All-weather Patrol

- LOA - 43'
- BOA - 13'
- Draft - 28"
- Complement - 18
- Seating - 4+4 - 8+8
- Headroom - 6'10"VP - 6'6"cuddy
- Weight - 23,000 - 30,000 lbs
- Ballistic Protection - interior or exterior options

MetalCraft Marine

www.metalcraftmarine.com

15-20m

COMMAND POST | LONG RANGE PATROL | FORCE PROTECTION

METALCRAFT MARINE: THE WORLD LEADER IN HIGH-SPEED ALUMINUM CRAFT

FDNY - William M Feehan 20M



The 15-20M Interceptors provide many options to the user. The 20m shown for New York City Fire Department, is a 43 knot speedster with huge fire power and massive accommodations for a very large complement of Fire EMS personnel. The cabin is an MCM floating design which delivers 76 dB at cruise speed. The vessel has standing headroom in the engine room and plumbed electric oil change system which is a major feature for improved maintenance times. The 18M shown is under construction and is a true multi-role vessel. She is designed to provide, patrol, pilotage, ship escort, crew transport and fire protection all in one platform. She too has standing headroom in the engine room and very large accommodation space both in the main and lower cabins.



Vessel Particulars

Mission: Shipboard, VBSS, Policing/SAP

- LOA - 50 - 65'
- BOA - 15'6" - 18'6"
- HP - 1600 - 3000
- Power - Jet or conventional shaft
- Options - Custom wheelhouse design
 - Floating wheelhouse
- Electronics - customer options
- Gun Positions 1-7
- Ballistic Protection - Portable or integral custom options

Our Commitment

METALCRAFT MARINE: THE WORLD LEADER IN HIGH-SPEED ALUMINUM CRAFT

MetalCraft Marine Advantage

Government organizations trust us to build their Military, Life Saving and Security vessels because we deliver the highest quality craftsmanship and most advanced systems in a fully integrated package. Our customers have identified the following three attributes as key reasons they selected MetalCraft Marine to build their boats:

1. Performance...

Throughout the entire build process MCM's objective is to exceed customer expectations, in vessel performance and finish, delivery, contract requirements and documentation.

2. Service...

Service is King in our world and in our customer's world. WE provide maintenance schedules, maintenance training and easy access to all maintenance points. We find reliable service centers in the customer's area and support them in supporting the boat. We fight for the customer in any warranty dispute with our OEM equipment suppliers.

3. Value Added Engineering...

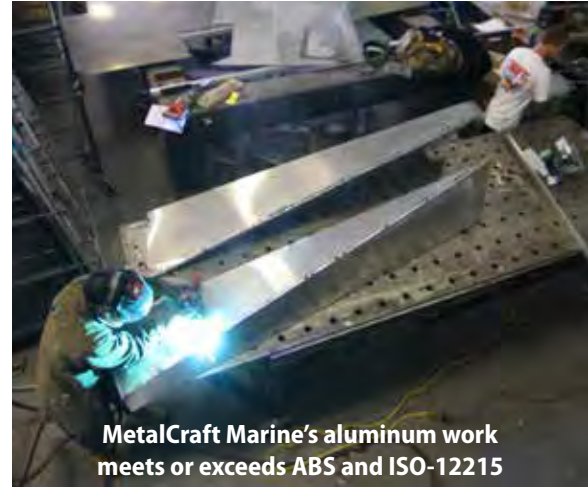
Our Project Managers work with the customer and design to continually improve our product. If the customer has a particular problem we develop affordable solutions to rectify this problem.

Total Cost of Ownership...

These primary MetalCraft Marine qualities significantly contribute to the overall value of all our vessels.

"MetalCraft Marine personnel are exceptional to work with and they were totally committed to providing a quality product that met or exceeded our expectations. Our boat met all the operational requirements with the construction and finish of the hull, mechanicals and accessories, first class in all respects. Flexibility permeated the entire build."

- US Navy Superintendent of Salvage



MetalCraft Marine's aluminum work meets or exceeds ABS and ISO-12215



K70 ready for paint

MetalCraft Marine Warranty

Our boats are designed with a 25 year service life. We assure our boats to be free of defects in materials and/or workmanship for 12 months and warranty our hull seam welds for an industry leading 10 years. We have a customer support team that is available 24 hours a day, 7 days a week. Our policy is to take action on service calls within 24 hours. We have highly trained technicians that can be rapidly deployed to any location to ensure that our boats remain ready and able to fulfill their mission at all times. We build strong relationships with our customers and invite you to contact any or all of our references.

MetalCraft Marine

www.metalcraftmarine.com



Three-time winner of "Boat of the Year" at the International WorkBoat Show as well as two-time winner of "Great Boat of the Year" by Marine News, MetalCraft Marine is the world leader in the design and manufacturing of highspeed welded aluminum patrol, fire and rescue boats. As well, MCM is completely experienced in delivering durable crew, research, transport and specialty vessels designs. At MetalCraft Marine we pride ourselves in delivering custom solutions to meet your unique mission challenges.

MetalCraft Marine

MetalCraft Marine US, Inc.
22620 Fisher Road
Watertown NY, 13601
Toll Free: 800-410-8464
Bob Clark, Contracts Manager

MetalCraft Marine Inc.
347 Wellington Street
Kingston, Ontario, Canada
K7K 6N7

www.metalcraftmarine.com

From: [Bob Clark](#)
To: [Rose, Donald](#)
Cc: [Purchasing](#)
Subject: RE: Questions regarding City of Mobile fast response boat proposal
Date: Thursday, February 29, 2024 4:33:23 PM
Attachments: [image001.png](#)

CAUTION: External Email

Don, please see answers below;

Thank you,

Bob

From: Rose, Donald <donald.rose@cityofmobile.org>
Sent: Thursday, February 29, 2024 5:17 PM
To: Bob Clark <bob@metalcraftmarine.com>
Cc: Purchasing <purchasing@cityofmobile.org>
Subject: Questions regarding City of Mobile fast response boat proposal

Bob – thanks again for your response boat proposal for the City of Mobile. The review team has a few questions listed below that will help us evaluate your proposal. You may reply directly to this email with your answers. Feel free to attach any additional documentation you believe helpful.

***Is there a sea chest for the fire pump intake or is water supplied by the hard suction hose from over the side?**

This would be hard suction hose over the side. This also allows the pump to be used for dewatering a boat that is sinking with rapid flooding.

***The MFRD specification called for a 200 gallon minimum fuel tank. The MC proposal shows 100 gal on one document and 175 gal on another. Please clarify.**

A fuel tank should always be evenly placed on the longitudinal center of gravity of a vessel even more importantly in a smaller vessel. A tank placed ahead or behind the LCG will mean that the boat will not trim correctly as the tank draws down. The reason that we have a 175, actually 176 USG is because there is no space left over the LCG for a larger tank and have access to the senders, reserve port and fuel valves.

I should have explained this in more detail. We can and will provide an additional portable tank to meet the 200 gallons that can be used as a reserve tank with appropriate plumbing. I hope this is acceptable.

***The MFRD specification called for a folding stainless steel stokes litter. Is there one you propose to furnish and where will it be stored on the vessel?**

We did include but did not detail this. Planned storage would be either over the outboard guard, in front of the lazarette storage box aft or along one of the gunwales at your location decision.

*The MFRD specification called for a 2 1/2" gated discharge in addition to the turret. Is there one in your proposal?

Yes is included.

Please provide a reply by 5:00 pm Monday, March 4, 2024.

Don Rose
City of Mobile
Chief Procurement Officer/ADA Coordinator
205 Government St
Mobile, AL 36644
Donald.Rose@CityofMobile.org
251-208-7436



THE CITY OF MOBILE, ALABAMA

PROCUREMENT DEPARTMENT

15 April 2024



To: File

RE: Competitive Sourcing, Price/Cost Justification for Federal Grant-Funded Purchase

1. Project Name: Rapid Response Rescue Boat, Mobile Fire Rescue Department
2. Funding Federal Agency: DHS Port Security Grant
3. Sponsoring Department: Mobile Fire Rescue Department
4. Type of Competitive Sourcing Applied: Request for Proposals, GSA Contract.
 - a. This competitive sourcing process complies with Alabama goods and services competitive bid law, AL Code 41-16-51(a)(17) as the selected proposal is being purchased under a current and valid GSA contract number 47QSWA20D000E, valid through Oct 17, 2024.
 - b. This RFP competitive sourcing process complies with 2 CFR 200.320(b)(2). The proposal opportunity we sent to boat builders known to or registered with the City; it was advertised posted on the City's bid page from Jan 26, 2024 – Feb 22, 2024; the City's Supplier Diversity Manager posted the opportunity for Disadvantaged Business Enterprises. Exhibit A of the RFP, referenced and incorporated with the purchase document, required compliance with Equal Opportunity, Energy Conservation, Clean Air/Clean Water, Code of Conduct, Anti-Lobbying federal terms, and included performance and termination requirements. The RFP provided clear scoring guidelines for proposals, which were used in selecting the highest scoring proposal. Scores were publicly posted and released. Federal GSA contract requirements also insured the selected vessel met domestic sourcing requirements applicable to federal purchases. A check of System for Award Management showed no exclusion for the selected vendor.
5. Selected Vendor: MetalCraft Marine Inc.
6. Contract award amount: \$364,144.61.
7. Justification for reasonableness of cost award: The RFP process resulted in the receipt of six comparable proposals with boats of fairly similar construction and features. The competitor boats, with a lesser warranty coverage, performance history, performance specifications, and longer delivery timeline, all came in at a price exceeding the awarded price. These prices are and strengths/performance features are available on the scoring tabulation.

8. Conclusion and determination: The pricing for this contract award is fair and reasonable. The selection of MetalCraft Marine Inc.'s proposed boat met federal and state of Alabama competitive sourcing requirements.

Don Rose
Chief Procurement Officer
City of Mobile

Exhibit A Scoring Tabulation.



METALCRAFT MARINE US, INC.

Unique Entity ID SC45SNZ15U66	CAGE / NCAGE 1T8W7	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Mar 21, 2025	
Physical Address 22620 Fisher RD Watertown, New York 13601-1050 United States	Mailing Address 22620 Fisher RD Watertown, New York 13601-1050 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District New York 24	State / Country of Incorporation New York / United States	URL http://www.metalcraftmarine.com

Registration Dates

Activation Date Mar 25, 2024	Submission Date Mar 21, 2024	Initial Registration Date Dec 8, 2009
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Entity Dates

Entity Start Date Apr 13, 2007	Fiscal Year End Close Date Aug 31
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Immediate Owner

CAGE L3748	Legal Business Name METALCRAFT MARINE INC
----------------------	---

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Foreign Owned Manufacturer of Goods
--	--	--

Profit Structure

For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 1T8W7

Points of Contact

Electronic Business

 BOB C Clark	22620 Fisher Road Watertown, New York 13601 United States
Jay Milner	22620 Fisher Road Watertown, New York 13601 United States

Government Business

 BOB C Clark	22620 Fisher Road Watertown, New York 13601 United States
Jay Milner	22620 Fisher Road Watertown, New York 13601 United States

Past Performance

 Bob Clark	583 East Broadway Street Cape Vincent, New York 13618 United States
Jay Milner	22620 Fisher Road Watertown, New York 13601 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	336612	Boat Building
	336611	Ship Building And Repairing
	541330	Engineering Services

Product and Service Codes

PSC	PSC Name
1940	Small Craft
2010	Ship And Boat Propulsion Components
C216	Architect And Engineering- General: Marine Engineering
J019	Maintenance, Repair, And Rebuilding Of Equipment- Ships, Small Craft, Pontoons, And Floating Docks
J999	Non-Nuclear Ship Repair (West)

Disaster Response

This entity does not appear in the disaster response registry.



Click image for expanded view



INTERCEPTOR 8M 26' HARD SIDED PATROL OR

Mfr Part No.:

Contractor Part No.:

Manufacturer:

Contract No.:

MAS Schedule/SIN:

Warranty:

Country of Origin:

INTERCEPTOR 8M 26'

INTERCEPTOR 8M 26'

METAL CRAFT MARINE, INC.

47QSWA20D000E (ends: Oct 17, 2024)

MAS/336612

STANDARD WARRANTY

UNITED STATES OF AMERICA

DISASTER PURCHASER

Disaster Purchasing Items

COOP PURCHASER

Cooperative Purchasing Items

[Report incorrect product information \(Login Required\)](#)

Price

~~\$46,270.12~~ EA

Shipping not included

Qty: 1

Add to cart

sold and shipped by

METALCRAFT MARINE US, INC.

Contract minimum order: \$100.00

Product Details

Description

Description Provided by METALCRAFT MARINE US, INC.

29'7" LOA, 26'3" X 8.6' BOA high performance hull and deck 22 degree variable deadrise hull for good wave handling. Multiple strakes for spray deflection, performance strakes for high lift accelerations. Very stable hull platform for boarding other vessels, meets ISO 12217 stability Cat C or B (10-13' SWH). Hull is marine grade 5083 or 5086 which has extreme corrosion resistance, hull includes 1/4" bottom, 3/16" side plating, HD gunwale cap, cleats, outboard bracket for mounting OBD, treadplate or flat plate 3/16" deck, soft patch for fuel tank access. 10 year hull warranty, contact MCM for power, fire and fit out options & freightest ,800-410-8464

1.0L X 1.0W (IN)

Compare Available Sources

Instructions: Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below.

◆ Indicates when volume discounts are offered.

	Price/Unit		Contractor	Socio	Photo	Deliv Days	Min Order	FOB/Shipping
Selected	\$46,270.12	EA	METALCRAFT MARINE US, INC.	S		300 days delivered ARO	\$100.00	O-CONUS,AK,PR,HI

Need Help?

For further assistance, please contact:

CUSTOMER AGENCIES

GSA Advantage Customer Service

Email: GSA.Advantage@gsa.gov

Phone: 1-877-472-3777

CONTRACTORS

Vendor Support Center

Email: vendor.support@gsa.gov

Phone: 1-877-495-4849

GSA eTools

[GSA eBuy](#)

[GSA eLibrary](#)

Advantage Job Aid

[View the Advantage Job Aid](#) PDF

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[Send us your feedback!](#)

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[Advantage Spend Analysis Program \(ASAP\)](#)

Resources

[GSA Schedules](#)

[GSA Smartpay](#)

[Best in Class](#)

[Acquisition Gateway](#)

[Privacy and Security](#)



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to North American Fire Equipment Co Inc for three Paratech lifting bag kits for MFRD.

2023 State Homeland Security Grant

Amount of Contract:

\$37,983.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20240417 NAFECO Agenda Package POs	Cover Memo	4/17/2024

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	4/18/2024 - 1:59 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>7102</u>	2024	(1510) FIRE ADMINISTRATION	THREE PARATECH LIFTING BAG KITS FOR MFRD (SEALED BID 5873)	\$37,983.00	(149290) NORTH AMERICAN FIRE EQUIPMENT CO INC

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007102-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Released	Page 1
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC 1515 W MOULTON ST DECATUR, AL 35601 USA Tel#256-353-7100 Fax 256-355-0852	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG 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
03/28/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER BID 5873 AND QUOTE Q0023042414972 Paratech Remote Placement Multiforce Bag Kit ITEM 22-88D025K PER QUOTE Q0023042414972	3.00 EACH	12661.00000	37983.00
-----	---	--------------	-------------	----------

1	5501.30.15.0000.0000.1510.0000.0000.44020. E G-FD23FIL .EQUIPMENT			33288.00
2	1000.30.15.1510.1522.1510.0000.0000.44020.			4695.00

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

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

[Requisition Link](#)

Requisition Total	37983.00
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***** Project Ledger Summary Section *****
Account

Amount Remaining Budget

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007102-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Released	Page 2
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC 1515 W MOULTON ST DECATUR, AL 35601 USA Tel#256-353-7100 Fax 256-355-0852	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG 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
03/28/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	E G-FD23FIL .EQUIPMENT .		33288.00	9094.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.44020.	4695.00	3817525.23
FIRE SUPPRESSION DIV EXP OPERATING SUPPLIES		
5501.30.15.0000.0000.1510.0000.0000.44020.	33288.00	3817525.23
AL HOMELAND SECURITY EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	03/28/24	RANDY THREADGILL	GL Allocation, GL Allocation c
CCancelled	04/16/24	SAMANTHA COOLEY	Requisition item removed chang
Approved	03/28/24	BARRY GLISSON	
Approved	03/28/24	JOHNNY MORRIS	Auto approved by: 910512538
Approved	03/28/24	JAMES FRANK	Auto approved by: 910512538
Approved	03/28/24	BARRY GLISSON	
Approved	03/28/24	JOHNNY MORRIS	Auto approved by: 910512538
Approved	03/28/24	JAMES FRANK	Auto approved by: 910512538
Approved	04/17/24	BARRY GLISSON	
Approved	04/17/24	JOHNNY MORRIS	Auto approved by: 910512538
Approved	04/17/24	JAMES FRANK	Auto approved by: 910512538
Approved	03/28/24	TRAVIS MARSHALL	Auto approved by: 910520251
Approved	03/28/24	LAPORTSIA NETTLES	
Approved	03/28/24	SHAUNAGYE SIMMS	Auto approved by: 910520251
Approved	03/28/24	RANDY THREADGILL	Auto approved by: 910520251
Queued	04/17/24	TRAVIS MARSHALL	Auto approved by: 910520251
Queued	04/17/24	LAPORTSIA NETTLES	Auto approved by: 910520251
Queued	04/17/24	SHAUNAGYE SIMMS	Auto approved by: 910520251

BID TABULATION

BID NO.: 5873

NAFCO

[illegible]

BID SHEET

This is Not an Order

Postal Service Does Not Deliver to This Street Address

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

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

12:01 PM, Friday, April 16TH, 2024

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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 changed 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** an exemption certificate will be issued in lieu of same. The City is exempt from the **State of 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) 208-7462 or cityofmobile.org/business-license-overview/
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 may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. **Bids** and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to **check** the City's bid page for **updates and addendums**.
21. Vendors **must** be **able** to provide the **following upon request**. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to **do business in Alabama/Registration** with the Alabama Secretary of State within **24** hours of request.
22. **City of Mobile applies local** vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), **except** federally funded **grants**.
23. **Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60**, all contracts that **meet** the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 **must** include the **equal opportunity** clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 Upon award the City will purchase a minimum of one (1) Paratech Remote Placement Multiforce Bag Kit Quote Delivered Pricing FOB Mobile, Alabama. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor’s principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Page_____ of _____

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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 ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

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

Be sure to sign your bid!

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

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:4/23/2024

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson and Councilmember Gregory

Purpose and Scope of Project:

This contract is an inspection, design and budgeting Consultant Contract for a future permanent generator as requested by the MMoA. (the new generator would control temperature and humidity levels in order to protect artwork in the event of a power failure). This design will inform finding requests and bidding documents for a future procurement and installation contract for said generator.

Amount of Contract:

\$24,000.00

Funding Source

Project # Mobile Museum of Art – Power and
HVAC Improvements – 750KW Generator Addition **Discretionary Funds**
MU-079-23

Project String C0567 Mobile Museum of Art –
Power and HVAC Improvements – 750KW **Contract Number:**4939
Generator Addition (20002000-42200)

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
MU-079-23 Jaguar Consulting _Mobile Museum of Art _Power and HVAC Improvements	Cover Memo	2/19/2024

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	4/18/2024 - 9:41 AM
Capital	Rhodes, Brenda	Approved	4/18/2024 - 10:11 AM
Legal	Kern, Chris	Approved	4/18/2024 - 11:55 AM
Mayors Office	Barber, James	Approved	4/18/2024 - 1:58 PM

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL 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, a Contract, by and between the City of Mobile, and the company listed below, for work 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.

Name of Company: Jaguar Consulting LLC

Project Name: Mobile Museum of Art – Power and HVAC Improvements
– 750KW Generator Addition

Project Number: MU-079-23

Amount: \$24,000.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: **Mobile Museum of Art – Power and HVAC Improvements
– 750KW Generator Addition**

CAPITAL PROJECT #: C0567 (20002000-42200)

CONTRACT AMOUNT: \$24,000.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: _____

PROJECT DESCRIPTION: This contract is an inspection, design and budgeting Consultant Contract for a future permanent generator as requested by the MMoA. (the new generator would control temperature and humidity levels in order to protect artwork in the event of a power failure). This design will inform finding requests and bidding documents for a future procurement and installation contract for said generator.

VENDOR NAME: Jaguar Consulting LLC

VENDOR NUMBER: 298722

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ N X ; 5% of the 1st 50% ___ or
If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Emma Dean – Office Assistant I Date: 02/19/2024



CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONSULTANT
FOR A STIPULATED SUM (HEREINAFTER “AGREEMENT”)

This Agreement made and entered into this _____.

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the Consultant: Jaguar Consulting LLC
8658 Capital Drive, N
Mobile, AL 36695

City of Mobile Business License No.: 95684

Secretary of State Registration No.: 001-001-4801

For the following Project: Mobile Museum of Art – Power and HVAC Improvements
– 750KW Generator Addition
4850 Museum Drive
Mobile, Alabama 36608

Project Number: MU-079-23

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT’S SERVICE

1.1.1 The Consultant’s services consist of those described herewith and as outlined in the Consultant’s Proposal for a sum not to exceed Twenty-Four Thousand AND 00/100 DOLLARS (\$24,000.00).

1.1.2 The Consultant’s services shall be as stated in the attached Fee Proposal dated January 09, 2024, respectively.

1.1.3 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement, or shall cause such services to be performed by appropriately licensed professionals. As a licensed professional the Consultant shall affix to all appropriate documents his or her “Professional Seal”.

1.1.4 If Additional Services are required due to circumstances beyond the Consultant’s control, the Consultant shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Consultant’s notice shall include a description of the circumstances justifying the “Additional Services” and a proposal to provide the Services.

2.1 OWNER/CONSULTANT REPRESENTATIVES

2.1.1 The Owner Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Consultant is the Owner Representative.

2.1.2 CONSULTANT IN CHARGE

Firm Name:	<u>Jaguar Consulting LLC</u>
Address:	<u>8658 Capital Drive, N Mobile, AL 36695</u>
Phone Number:	<u>251-455-9189</u>
Email address:	<u>JaguarEngineers@yahoo.com</u>
Name:	<u>Christina Marie P.E.</u>
License No:	<u>50660</u>

3.1 GENERAL REQUIREMENTS

3.1.1 The Consultant shall deliver the Work complete within Thirty (30) calendar days from the date of the Written Notice to Proceed. Deliverables shall be Two (2) sets of original sealed Documents, along with Electronic Digital Form files for all documents, Word format documents and drawings, and other applicable documents.

3.1.2 The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet or transfer his or its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.1.3 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or any standards as a part of the Agreement either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

3.1.4 INDEMNIFICATION

The Consultant shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant or supplier that is committed by Consultant or the Consultant's agent, Consultant under contract, or other entity for which Consultant is legally liable. Consultant shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by Consultant or its agents covered by Consultant's policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Consultant to procure and maintain professional liability insurance that satisfies the named requirements. Consultant shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Consultant's liability, or in proportion to the extent Consultant participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require Consultant to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

3.1.5 STANDARD OF PERFORMANCE

Consultant shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

3.1.6 Filing fees, permit fees, and review fees, as may be required by City of Mobile departments, are hereby waived.

3.1.7 The Consultant shall maintain insurance in accordance with Section 4.1, Insurance. If the Certificate of Insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence Consultant's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

3.1.8 Payments will be made to the Consultant in accordance with the attached Consultant's Proposal dated January 09, 2024.

4.1 INSURANCE

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

A. Workers' Compensation/Employer's Liability

Regardless of any "minimum requirements" of the State of Alabama, Consultant shall obtain Workers' Compensation insurance covering all workers involved in the Project and Employer's Liability insurance. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
2. Employer's Liability with limits of not less than:
Bodily Injury by Accident \$1,000,000 Each Accident
Bodily Injury by Disease \$1,000,000 Policy Limit
Bodily Injury by Disease \$1,000,000 Each Employee
3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Commercial General Liability Insurance

Consultant shall also obtain Commercial General Liability coverage (occurrence form) including coverage for products/completed operations, independent Consultants, and blanket contractual liability, specifically covering the obligations assumed by Consultant with the following minimums:

1. \$1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)
2. \$2,000,000 Products/Completed Operations aggregate

3. \$1,000,000 Personal and Advertising Injury per person/organization
4. \$2,000,000 General Aggregate Limit per Project

C. Automobile Liability Insurance

Consultant shall also obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Consultant does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

D. Commercial Umbrella Liability Insurance

Consultant shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. Umbrella limits shall be at least \$2,000,000 per line of coverage.

E. Professional Liability Insurance

1. Projects \$0 - \$1,000,000 \$1,000,000/\$2,000,000 annual aggregate

F. Certificates of Insurance

The standard ACORD format shall be provided. The policy endorsements listed in this section are required and must be listed in the "Description of Operations" box on the Certificate of Liability Insurance or listed **separately** on an attachment to the Certificate of Insurance *(ACORD 101, Additional Remarks Schedule)*.

Consultant and/or any Subconsultants shall provide City of Mobile with valid certificates of insurance (standard ACORD format) within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Consultant/Subconsultant's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed \$5,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Consultant shall ensure that each Subconsultant complies with the terms of this Section.

G. Additional Insureds

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile and their officers, directors, and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the Consultant, Owner et al. as an additional insured. Additionally, Consultant agrees

to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

City of Mobile
P.O. Box 1827
Mobile, AL 36633

H. Insurance Requirement for Subconsultants

Consultant shall ensure that its Subconsultants of any tier shall procure and maintain insurance that complies with the requirements set forth in this Agreement, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the Subconsultants entering the site.

I. Cancellation

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Consultant/Subconsultant shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

J. Waiver of Subrogation

Consultant shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Consultant shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

K. Professional Errors and Omissions

If "Professional" services are rendered in this service contract, then minimum coverage limits of \$1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2) years after Consultant's work is accepted by City of Mobile and a deductible not to exceed \$10,000, for which Consultant will remain solely responsible for, shall apply. OPTION- If the Self-Insured Retention (SIR) exceeds \$10,000, then City of Mobile shall have the right to review the Consultant's most recent Audited financial statement.

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Consultant shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

5.1 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Consultant's Proposal as accepted by the City, and other documents listed in the Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement);
2. Consultant Proposal, dated January 09, 2024;
3. Certificate of Insurance with Endorsements;
4. State of Alabama Business Entity Record; and
5. E-Verify Enrollment Documentation.

5.2 TERMINATION OF CONTRACT

The Owner or Consultant may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Consultant on this form. Notice to the City shall be addressed to the Architectural Engineering Department, 205 Government Street, 5th Floor South Tower, Mobile, Alabama 36633. The City shall not be liable for payment to the Consultant for lost profit or damages as the result of its termination of the contract.

6.1 DISPUTE RESOLUTION

- A. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.
- B. This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

7.1 NON-DISCRIMINATION

- A. Consultant 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. Consultants shall abide by provisions of Mobile Ordinances No. 02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

8.1 IMMIGRATION LAWS

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

9.1 NON-ASSIGNMENT

Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

10.1 FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

11.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

By signing this contract, the Consultant further 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.

12.1 SEVERABILITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

13.1 NON-AGENCY CLAUSE

Consultant, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Consultant in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Consultant. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Consultant shall be wholly responsible, therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with fully authority and the Consultant by such duly authorized officers or individuals as may be required by law.

This Agreement entered into as of the day and year first written above.

OWNER: **City of Mobile**

Legal Name of Party to Contract:

CONSULTANT: Jaguar Consulting LLC

Signature

William S. Stimpson, Mayor

Printed Name and Title

Christina Marie

Signature

Christina Marie, P.E., Owner

Printed Name and Title

(Corporate Seal if applicable)

ATTEST: **City of Mobile**

City Clerk

Consultant:

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Christina Marie, P.E. as Owner of Jaguar Consulting LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation.

Sworn to and subscribed for me this 18th day of January, 2024.

Sharon Hunnicutt

NOTARY PUBLIC

My Commission Expires: 7/14/2025





8658 Capital Dr. N
Mobile, AL 36695
251.455.9189
JaguarEngineers@Yahoo.Com

January 09, 2024

Ms. Cindy Klotz
City of Mobile
Architectural Engineering Department
205 Government St., Room 558
South Tower, 5th Floor
Mobile, AL 36602
251.208.7597

Re: Engineering Services Fee Proposal
Mobile Museum of Art 750KW Generator Addition

Cindy,

We propose to render professional engineering services for the above referenced project. The owner of this project is The City of Mobile. The preliminary cost estimate for the work to be designed by Jaguar Consulting is approximately \$600,325.00. Specifically, the design will include the electrical documentation to install a new 750 kw diesel generator on a sub-base fuel tank with concrete pad, a new step-down transformer, and all associated components. The generator will be connected to an existing switch that will serve both the 480 Volt loads and 208 Volt loads.

We propose to render services and make submittals listed below;

100% Construction Documents	\$24,000.00
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We propose a lump sum fee of \$24,000.00. Additional services, if authorized, will be charged at our hourly rates which are attached.

We trust you will keep us informed of your requirements and budget changes, and to provide us the full scope of work, required surveys, existing as-built drawings, and any special or extraordinary considerations or services needed. Our proposal is based on you providing us with AutoCAD files of your work to use in the preparation of our work.

Jaguar Consulting will provide you with .pdf files of drawings and specifications for each submittal.

We are prepared to schedule this work immediately. If my understanding of the scope is correct and the fee is acceptable, please sign below and return.

Thank you for the opportunity to work with you on this project. If you have any questions, please do not hesitate to give me a call.



8658 Capital Dr. N
Mobile, AL 36695
251.455.9189
JaguarEngineers@yahoo.Com

Sincerely:

Christina Marie, P.E.
Jaguar Consulting, LLC

Approved by: _____
Date: _____



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

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

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

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

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

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

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

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

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



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

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

Section I. Information about your company

FORM 1: Background and Plan

Company	Jaguar Consulting, LLC
Address	8658 Capital Drive, N Mobile, AL 36695
Telephone	251-455-9189
E-Mail	JaguarEngineers@yahoo.com

RFP/RFQ Solicitation Number	
Project Description	City of Mobile Museum of Art 750KW Generator Addition
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male ☐ Female ☒ Minority ☐ Non-minority ☐ SDVO ☐
Total # of Employees	1

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Christina Masie

Signature: [Signature] Date: 01/09/2004

Title: Electrical Engineer - OWNER

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

Name: _____ Title: _____

Email: _____ Phone: _____



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

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____

Phone _____

Email _____

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

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



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

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract. Please indicate additional efforts you have taken to recruit and engage DBEs.



Alabama Secretary of State



JAGUAR CONSULTING LLC	
Entity ID Number	001 - 001 - 480
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Alabama
Formation Date	02/07/2022
Registered Agent Name	MARIE, CHRISTINA
Registered Office Street Address	900 DOWNTOWNER BLVD APT 54 MOBILE, AL 36609
Registered Office Mailing Address	900 DOWNTOWNER BLVD APT 54 MOBILE, AL 36609
Nature of Business	
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2023
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/07/2022 Certificate of Formation 3 pgs.

[Browse Results](#)
[New Search](#)



Company ID Number: 2268780

Approved by:

Employer Jaguar Consulting LLC	
Name (Please Type or Print) Christina Marie	Title
Signature Electronically Signed	Date 09/11/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/11/2023



Company ID Number: 2268780

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Jaguar Consulting LLC
Company Facility Address	8658 Capital DR. N Mobile, AL 36695
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	880556892
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
HESTER, THOMAS & ASSOCIATES LLC	PHONE (A/C, No, Ext): (251)470-9915
851 E I-65 Service Road South Ste 110	FAX (A/C, No): (251)470-9971
Mobile, AL 36606	E-MAIL ADDRESS: andy@htains.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Wilmington Insurance Company
	INSURER B: Hiscox Insurance Company
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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:	Y Y	GLB055639	1/19/2024	1/19/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐ OCCUR ☐ CLAIMS-MADE	Y Y	XLB055645	1/19/2024	1/19/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability (E&O)	Y Y	P1009225923	2/25/2023	2/25/2024	Per Occurrence \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Engineering Services: Design and Consulting
City of Mobile is included as an Additional Insured on all policies shown above. All policies shown above are Primary & Non-Contributory with any other Insurance in force or which may be purchased by Additional Insured. A Waiver of Subrogation applies, in favor of City of Mobile for General Liability and Umbrella policies shown above. All policies carry a 30 day Notice of Cancellation and/or Non-Renewal, excepting Cancellation for Non-Payment (10-days).

CERTIFICATE HOLDER

City of Mobile PO Box 1827 Mobile, AL 36633-1827	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

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