AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, March 30, 2021, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**

6. **APPROVAL OF MINUTES**

   April 23, 2021

7. **COMMUNICATIONS FROM THE MAYOR**

8. **MONTHLY FINANCE REPORTS**

9. **ADOPTION OF THE AGENDA**

10. **APPEALS**

    Request of Debra L. Chapman for a waiver of the Noise Ordinance at the Bragg-Mitchell Mansion on June 5, 2021, from 6:00-10:00 p.m. (District 1).

    Request of Paulina Morrissette, 1201 Stevens Lane, for a waiver of the Noise Ordinance on April 21,2021, from 4:30-10:00 p.m. (District 7).

11. **PUBLIC HEARINGS**

    Public hearing to rezone property located at the east terminus of Blue Ridge Boulevard, extending to the west terminus of Old Dobbin Drive North, the west terminus of Harness Way, the north terminus of Creekline Drive and the north terminus of Valleydale Drive from R-1, R-2, and B-1 to R-1 (District 6).

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

Tony Pope

ESSENTIAL/COVID 19 ITEMS HELD OVER

64-036 Ordinance to rezone property located at the east terminus of Blue Ridge Boulevard, extending to the west terminus of Old Dobbin Drive North, the west terminus of Harness Way, the north terminus of Creekline Drive and the north terminus of Valleydale Drive from R-1, R-2, and B-1 to R-1 (District 6).

21-125 Authorize management agreement with Mobile Botanical Gardens, $150,000.00 (sponsored by Councilmember Gregory).

09-020 Ordinance to re-create and re-establish a Police Citizens Community Relations Advisory Council (sponsored by Councilmembers Richardson, Manzie & Williams) (submitted by Chris Arledge, Council Attorney).

88-021 Ordinance deeming property located at 2318 St. Stephens Rd., not now needed for public or municipal purposes and authorizing the sale to Li's, LLC (sponsored by Mayor Stimpson & Councilmember Richardson) (submitted by Carleen Stout-Cark, Real Estate Officer, Real Estate Department)

08-211 Approve purchase order for fuel for the WAVE Transit (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-212 Approve purchase order to CDW Government LLC for annual Microsoft software subscriptions, $182,205.36 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

09-213 Reallocate funds in the Convention Center Fund to various Convention Center repairs/maintenance projects, $2,293,500.00 (sponsored by Mayor Stimpson) (submitted by Brad Christensen, REAM Department).

21-214 Authorize contract with Sunrise Network Solutions, Inc. for security upgrades at various Public Works facilities; $247,398.00 (C0462; 20002000-48010); SR-039-19 (sponsored by Mayor Stimpson) (submitted by Brad Christensen, Real Estate Asset Management Dept.).

21-215 Authorize contract with Harris Contracting Services, Inc. for Medal of Honor Park - Athletic Fields Concessions & Restroom Improvements, $803,157.00 (2020 CIP ID#2072 D6) (sponsored by Councilmember Rich & Mayor Stimpson) (submitted by Brad Christensen, REAM Department).

21-216 Authorize agreement with Volkert Inc. for staff augmentation services for miscellaneous capital projects, $152,000.00 (for initial 6-month term) (sponsored by Mayor Stimpson) (submitted by Brad Christensen, REAM Department).

21-217 Authorize a Memorandum of Understanding with the Alabama Department of Conservation and Natural Resources ("ADCNR"), State Lands

Division regarding Helen Wood Park (sponsored by Councilmember Small & Mayor Stimpson) (submitted by Michelle Melton, REAM Department).

60-229 Authorize settlement agreement and release of claims (Mary Jackson) (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

ESSENTIAL/COVID 19 ITEMS

03-231 Appoint Phillip DeKeyser to the Architectural Review Board (sponsored by Councilmember Richardson) (submitted by Lisa C. Carroll, City Clerk).

03-232 Approve appointment of Lawrence Battiste IV as Executive Director of Public Safety (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

03-233 Approve appointment of Robert Holt as Executive Director of Finance (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

08-234 Approve purchase order to the Carrier Corporation for chiller for the Connie Hudson Senior Center, $30,054.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-235 Approve purchase order to Sunbelt Fire Inc. for repair on aerial fire apparatus, $20,570.33 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-236 Approve purchase order to Imagetrend Inc. for annual subscription for Elite Rescue software, $90,375.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-237 Approve purchase order to Stivers Ford Lincoln Inc. for Ford F450 Crew Cab Chassis, $47,223.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

21-238 Authorize contract with Aeiker Construction Corporation for Michael Figures Park - Improvements, $793,000.00 (2020 CIP ID#2025 D1) (sponsored by Councilmember Richardson & Mayor Stimpson) (submitted by Brad Christensen, REAM)

25-239 Grant easement to Alabama Power Company for underground utility installation on vacant lot located at 1814 Kibby Street (sponsored by Mayor Stimpson & Councilmember Manzie) (submitted by Michelle Melton, REAM).

60-240 Determine an appropriation to the Llanfair-South Yester Oaks Civic Association serves a public purpose and approve payment, $1,837.50 (sponsored by Councilmember Daves) (submitted by Rebecca Christian, Accounting Department).

60-241 Determine an appropriation to the SouthWest Mobile Chamber of Commerce serves a public purpose and approve payment, $5,000.00 (sponsored by Councilmember Williams) (submitted by Rebecca Christian, Accounting Department).

60-242 Determine an appropriation to Spencer-Westlawn Elementary School serves a public purpose and approve payment, $1,000.00 (sponsored by Councilmember Daves) (submitted by Rebecca Christian, Accounting Department).

60-243 Approve settlement agreement and release of claims - Coleman (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

60-244 Rescind noise ordinance waivers for Tony Pope for Bienville Square and Cathedral Square (sponsored by Councilmember Manzie) (submitted by Chris Arledge, Council Attorney).

46-245 Rename Earle Street as "Dr. Michael E. Jackson Boulevard" (sponsored by Councilmember Manzie).

21-246 Authorize Project Development Agreement with Mobile County and SALP LLC. for road infrastructure costs for development of an industrial park near I-10 & Theodore Dawes Road, NTE $3,000,000.00 (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

13. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:3/30/2021

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	3/25/2021 - 2:45 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/30/2021

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	3/25/2021 - 2:49 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/30/2021

Funding Source

Project #		**Discretionary Funds**
Project String		**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**	
Grant Funds		**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	3/25/2021 - 2:51 PM

AGENDA ITEM SUMMARY SHEET

Agenda of: 3/30/2021

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	3/25/2021 - 2:38 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/30/2021

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	3/25/2021 - 9:15 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/30/2021

Funding Source

Project #		**Discretionary Funds**
Project String		**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**	
Grant Funds		**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	2/18/2021 - 8:32 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/30/2021

Sponsored by:

Councilmember Gregory

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	2/18/2021 - 8:34 AM

AGENDA ITEM SUMMARY SHEET

Agenda of: 3/30/2021

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	3/18/2021 - 8:25 AM

AGENDA ITEM SUMMARY SHEET

Agenda of: 3/30/2021

Submitted by:
Carleen Stout-Clark, Real Estate Officer

Sponsored by:
Mayor William S. Stimpson and Councilmember Frederick D. Richardson, Jr.

Purpose and Scope of Project:
This request is on behalf of the Real Estate Dept. to authorize the Sale of property located at 2318 St. Stephens Rd., declaring the property no longer needed for public or municipal purposes. This declaration is necessary to perform essential minimum functions of the Council and is necessary pursuant to the City of Mobile Real Estate Policy. A harm in a delay will result in a loss of sale of City-owned property that currently does not yield any revenue.

Amount of Contract:
N/A

Funding Source

Project # — **Discretionary Funds**

Project String — **Contract Number:**

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

Grant Funds — **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Melton, Michelle	Rejected	3/15/2021 - 4:27 PM
Real Estate	Lewis, Rhonda	Approved	3/17/2021 - 12:44 PM
			3/17/2021 - 3:14

Real Estate	Melton, Michelle	Approved	PM
Legal	Kern, Chris	Approved	3/17/2021 - 3:50 PM
Mayors Office	Barber, James	Approved	3/18/2021 - 12:48 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/30/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase orders to Petroleum Traders Corporation for diesel fuel for the Wave Transit.

General Fund.

Amount of Contract:

$15,695.00 x 3

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20210315 Agenda Package Fuel Pos	Cover Memo	3/15/2021

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	3/18/2021 - 12:44 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
7839	2021	(2050) EQUIPMENT SERVICES	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$15,695.00	(279229) PETROLEUM TRADERS CORPORATION
7840	2021	(2050) EQUIPMENT SERVICES	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$15,695.00	(279229) PETROLEUM TRADERS CORPORATION
7841	2021	(2050) EQUIPMENT SERVICES	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$15,695.00	(279229) PETROLEUM TRADERS CORPORATION

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

Adopted:

____

City Clerk

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================================================================================
  Bill To                                |         Requisition 00007839-00  FY 2021
  ACCOUNTS PAYABLE                       |         PO          21007475
  P O BOX 389                            |Acct No:
                                         |6060.70.00.0000.0000.0000.0000.0000.45020.
  MOBILE, AL                             |Review:
  36601                                  |Buyer:  9105neej
  vendorinvoices@cityofmobile.org        |Status: Converted                 Page 1
================================================================================
  Vendor                                     Ship To
  PETROLEUM TRADERS CORPORATION              WAVE TRANSIT
  7120 POINTE INVERNESS WAY                  1224 WEST I-65 ROAD SOUTH

                                             MOBILE, AL 36609
  FORT WAYNE, IN 46804                       CGULLETT@CITYOFMOBILE.ORG

  Tel#800-348-3705                           Delivery Reference
      Fax 260-203-3820                       CHANEL GULLETT

                                             Deliver To
                                             WAVE TRANSIT
                                             1224 WEST I-65 ROAD SOUTH

                                             MOBILE, AL 36609


--------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship       |         |
  Ordered    |Number |Required |Via        |Terms    |Department
--------------------------------------------------------------------------------
  03/11/21   |279229 |03/17/21 |                     |WAVE TRANSIT SYSTEM
--------------------------------------------------------------------------------
 LN Description / Account                      Qty     Unit Price     Net Price

    General Notes
    -------------
    AL. STATE CONTRACT #T104.
001 DIESEL #2 ULTRA LOW SULFUR, OPIS       7510.00        2.09000      15695.90
    PRICE.                                  GALLON
    Vendor Item
    Inventory Item/Loc 5295

   1 6060.70.00.0000.0000.0000.0000.0000.45020.                     15695.90

    Ship To
    WAVE TRANSIT
    1224 WEST I-65 ROAD SOUTH
    MOBILE, AL 36609
    Delivery Reference
    CHANEL GULLETT

    Deliver To
    WAVE TRANSIT
    1224 WEST I-65 ROAD SOUTH
    MOBILE, AL 36609


002 MARGIN PRICE                           7510.00        0.00000          0.00
                                              EACH
    Vendor Item
    Inventory Item/Loc 7982

   1 6060.70.00.0000.0000.0000.0000.0000.45020.                          .00
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Bill To	Requisition 00007839-00 FY 2021
ACCOUNTS PAYABLE	PO 21007475
P O BOX 389	Acct No: 6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

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

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609
CGULLETT@CITYOFMOBILE.ORG

Delivery Reference
CHANEL GULLETT

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/11/21	279229	03/17/21			WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
CHANEL GULLETT

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 15695.90

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

Account		Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.		15695.90	
WAVE TRANSIT SYSTEM EXP	FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	03/12/21	JAMES NEESE JR	GL Allocation changed
Forward	03/11/21	JOHN PAINE	
Approved	03/12/21	DONNA MICHELE STANLEY	Approved by: 9105neej
Approved	03/12/21	DONALD ROSE	Auto approved by: 910514396
Approved	03/12/21	SANDRA LEWIS	Auto approved by: 910514396
Approved	03/12/21	HEATHER KIHYET	Auto approved by: 910514396
Approved	03/12/21	JOHN PAINE	Auto approved by: 910514396

Bill To
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org

Requisition 00007839-00 FY 2021
PO 21007475
Acct No:
6060.70.00.0000.0000.0000.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Converted

Page 3

Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

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

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609
CGULLETT@CITYOFMOBILE.ORG

Delivery Reference
CHANEL GULLETT

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/11/21	279229	03/17/21			WAVE TRANSIT SYSTEM

LN Description / Account	Qty	Unit Price	Net Price

Authorized By: ______________________________ Date: ______________
Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007840-00 FY 2021 Acct No: 6060.70.00.0000.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/11/21	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ------------- AL. STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7510.00 GALLON	2.30000	17273.00
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			17273.00
	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7510.00 EACH	0.00000	0.00
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org

Requisition 00007840-00 FY 2021

Acct No:
6060.70.00.0000.0000.0000.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved

Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

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

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609
CGULLETT@CITYOFMOBILE.ORG

Delivery Reference
CHANEL GULLETT

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/11/21	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
CHANEL GULLETT

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 17273.00

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	17273.00	
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	03/12/21	JAMES NEESE JR	GL Allocation changed
Forward	03/11/21	JOHN PAINE	
Approved	03/12/21	DONNA MICHELE STANLEY	Approved by: 9105neej
Approved	03/12/21	DONALD ROSE	Auto approved by: 910514396
Approved	03/12/21	SANDRA LEWIS	Auto approved by: 910514396
Approved	03/12/21	HEATHER KIHYET	Auto approved by: 910514396
Approved	03/12/21	JOHN PAINE	Auto approved by: 910514396

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  ACCOUNTS PAYABLE                       |
  P O BOX 389                            |Acct No:
                                         |6060.70.00.0000.0000.0000.0000.0000.45020.
  MOBILE, AL                             |Review:
  36601                                  |Buyer:  9105neej
  vendorinvoices@cityofmobile.org        |Status: Approved                   Page 3
================================================================================
  Vendor                                      Ship To
  PETROLEUM TRADERS CORPORATION               WAVE TRANSIT
  7120 POINTE INVERNESS WAY                   1224 WEST I-65 ROAD SOUTH

                                              MOBILE, AL 36609
  FORT WAYNE, IN 46804                        CGULLETT@CITYOFMOBILE.ORG

  Tel#800-348-3705                            Delivery Reference
      Fax 260-203-3820                        CHANEL GULLETT

                                              Deliver To
                                              WAVE TRANSIT
                                              1224 WEST I-65 ROAD SOUTH

                                              MOBILE, AL 36609


--------------------------------------------------------------------------------
  Date        |Vendor |Date     |Ship       |         |
  Ordered     |Number |Required |Via        |Terms    |Department
--------------------------------------------------------------------------------
  03/11/21    |279229 |         |                     |WAVE TRANSIT SYSTEM
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 LN Description / Account                        Qty     Unit Price     Net Price


            Authorized By: ___________________________  Date: _____________
                                  Signature
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  ACCOUNTS PAYABLE                     |
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                                       |6060.70.00.0000.0000.0000.0000.0000.45020.
  MOBILE, AL                           |Review:
  36601                                |Buyer:  9105neej
  vendorinvoices@cityofmobile.org      |Status: Approved                    Page 1
==============================================================================
  Vendor                                   Ship To
  PETROLEUM TRADERS CORPORATION            WAVE TRANSIT
  7120 POINTE INVERNESS WAY                1224 WEST I-65 ROAD SOUTH

                                           MOBILE, AL 36609
  FORT WAYNE, IN 46804                     CGULLETT@CITYOFMOBILE.ORG

  Tel#800-348-3705                         Delivery Reference
      Fax 260-203-3820                     CHANEL GULLETT

                                           Deliver To
                                           WAVE TRANSIT
                                           1224 WEST I-65 ROAD SOUTH

                                           MOBILE, AL 36609


------------------------------------------------------------------------------
  Date         |Vendor |Date      |Ship        |          |
  Ordered      |Number |Required  |Via         |Terms     |Department
------------------------------------------------------------------------------
  03/11/21     |279229 |          |                       |WAVE TRANSIT SYSTEM
------------------------------------------------------------------------------
 LN Description / Account                      Qty      Unit Price      Net Price

    General Notes
    -------------
    AL. STATE CONTRACT #T104.
001 DIESEL #2 ULTRA LOW SULFUR, OPIS        7510.00         2.30000       17273.00
    PRICE.                                   GALLON
    Vendor Item
    Inventory Item/Loc 5295

   1 6060.70.00.0000.0000.0000.0000.0000.45020.                        17273.00

    Ship To
    WAVE TRANSIT
    1224 WEST I-65 ROAD SOUTH
    MOBILE, AL 36609
    Delivery Reference
    CHANEL GULLETT

    Deliver To
    WAVE TRANSIT
    1224 WEST I-65 ROAD SOUTH
    MOBILE, AL 36609


002 MARGIN PRICE                            7510.00         0.00000           0.00
                                               EACH
    Vendor Item
    Inventory Item/Loc 7982

   1 6060.70.00.0000.0000.0000.0000.0000.45020.                             .00
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  ACCOUNTS PAYABLE                       |
  P O BOX 389                            |Acct No:
                                         |6060.70.00.0000.0000.0000.0000.0000.45020.
  MOBILE, AL                             |Review:
  36601                                  |Buyer:  9105neej
  vendorinvoices@cityofmobile.org        |Status: Approved                  Page 2
================================================================================
  Vendor                                       Ship To
  PETROLEUM TRADERS CORPORATION                WAVE TRANSIT
  7120 POINTE INVERNESS WAY                    1224 WEST I-65 ROAD SOUTH

                                               MOBILE, AL 36609
  FORT WAYNE, IN 46804                         CGULLETT@CITYOFMOBILE.ORG

  Tel#800-348-3705                             Delivery Reference
      Fax 260-203-3820                         CHANEL GULLETT

                                               Deliver To
                                               WAVE TRANSIT
                                               1224 WEST I-65 ROAD SOUTH

                                               MOBILE, AL 36609



--------------------------------------------------------------------------------
  Date         |Vendor |Date     |Ship        |          |
  Ordered      |Number |Required |Via         |Terms     |Department
--------------------------------------------------------------------------------
  03/11/21     |279229 |         |                       |WAVE TRANSIT SYSTEM
--------------------------------------------------------------------------------
 LN Description / Account                           Qty      Unit Price     Net Price

    Ship To
    WAVE TRANSIT
    1224 WEST I-65 ROAD SOUTH
    MOBILE, AL 36609
    Delivery Reference
    CHANEL GULLETT

    Deliver To
    WAVE TRANSIT
    1224 WEST I-65 ROAD SOUTH
    MOBILE, AL 36609
```

Requisition Link

```
                               Requisition Total                        17273.00

     ***** General Ledger Summary Section *****
     Account                                             Amount  Remaining Budget
     6060.70.00.0000.0000.0000.0000.0000.45020.
                                                       17273.00
        WAVE TRANSIT SYSTEM EXP        FUEL & LUBRICANTS

     ***** Approval/Conversion Info *****
     Activity  Date       Clerk                   Comment
     CCancelled03/12/21   JAMES NEESE JR            GL Allocation changed
     Forward   03/11/21   JOHN PAINE
     Approved  03/12/21   DONNA MICHELE STANLEY     Approved by: 9105neej
     Approved  03/12/21   DONALD ROSE               Auto approved by: 910514396
     Approved  03/12/21   SANDRA LEWIS              Auto approved by: 910514396
     Approved  03/12/21   HEATHER KIHYET            Auto approved by: 910514396
     Approved  03/12/21   JOHN PAINE                Auto approved by: 910514396
```

Bill To	Requisition 00007841-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

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

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609
CGULLETT@CITYOFMOBILE.ORG

Delivery Reference
CHANEL GULLETT

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/11/21	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: ______________________________ Date: ______________
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:3/30/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to CDW Government LLC for annual Microsoft software subscriptions.

General Fund.

Amount of Contract:

$182,205.36

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20210318 CDW Agenda Package POs	Cover Memo	3/18/2021

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	3/18/2021 - 12:49 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.*

R E S O L U T I O N

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
8095	2021	(5000) INFORMATION TECHNOLOGY	ANNUAL MICROSOFT SOFTWARE SUBSCRIPTIONS: 1750 MS OFFICE G1 W/ARCHIVING, 200 MS OFFICE G3; 30 MS POWER BI; 6 MS PROJECT; 12 MS VISIO PRO; 12 MS AUDIO CONFERENCING FOR GOVT COMMUNITY CLOUD -HIGH (OMNIA/NATIONAL IPA COOPERATIVE PURCHASING AGREEMENT AT LESS THAN STATE CONTRACT PRICING)	$182,205.36	(272932) CDW GOVERNMENT LLC

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

Adopted:

____
City Clerk

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==================================================================================
  Bill To                              |           Requisition 00008095-00  FY 2021
  ACCOUNTS PAYABLE                     |
  P O BOX 389                          |Acct No:
                                       |1000.10.25.5000.5000.5000.0000.0000.42150.
  MOBILE, AL                           |Review:
  36601                                |Buyer:  9105fola
  vendorinvoices@cityofmobile.org      |Status: Approved                      Page 1
==================================================================================
  Vendor                                   Ship To
  CDW GOVERNMENT LLC                       MIT
  230 N MILWAUKEE AVE                      651 CHURCH STREET

                                           MOBILE, AL 36602
  VERNON HILLS, IL 60061                   ASHLEY.TODD@CITYOFMOBILE.ORG

  Tel#877-501-2756                         Delivery Reference
      Fax 312-705-0431                     DEIRDRA STATES

                                           Deliver To
                                           MIT
                                           651 CHURCH STREET

                                           MOBILE, AL 36602


----------------------------------------------------------------------------------
  Date        |Vendor |Date     |Ship       |          |
  Ordered     |Number |Required |Via        |Terms     |Department
----------------------------------------------------------------------------------
  03/17/21    |272932 |03/19/21 |                      |INFORMATION TECHNOLOGY
----------------------------------------------------------------------------------
 LN Description / Account                       Qty      Unit Price      Net Price

    General Notes
    -------------

    PER NATIONAL IPA SOLUTIONS (2018011-01).

    THIS IS FOR ALL CITY WIDE EMAIL SERVICE.
001 ITEM:  Audio Conferencing GCC             12.00        31.99000         383.88
    Supplier Part No: 4504886                  EACH
    Manufacturer Part No:
    AAA-28265-CCD-12MO Manufacturer
    Name: Microsoft MPSA Government
    Supplier Quote No: 33485:LXRN678
    NIGP: UNSPSC: 43000000

   1 1000.10.25.5000.5000.5000.0000.0000.42150.                          383.88

    Ship To
    MIT
    651 CHURCH STREET
    MOBILE, AL 36602
    Delivery Reference
    DEIRDRA STATES

    Deliver To
    MIT
    651 CHURCH STREET
    MOBILE, AL 36602


002 ITEM:  Microsoft Exchange Online        1750.00        19.21000       33617.50
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================================================================================
  Bill To                                |          Requisition 00008095-00  FY 2021
  ACCOUNTS PAYABLE                       |
  P O BOX 389                            |Acct No:
                                         |1000.10.25.5000.5000.5000.0000.0000.42150.
  MOBILE, AL                             |Review:
  36601                                  |Buyer:  9105fola
  vendorinvoices@cityofmobile.org        |Status: Approved                 Page 2
================================================================================
  Vendor                                      Ship To
  CDW GOVERNMENT LLC                          MIT
  230 N MILWAUKEE AVE                         651 CHURCH STREET

                                              MOBILE, AL 36602
  VERNON HILLS, IL 60061                      ASHLEY.TODD@CITYOFMOBILE.ORG

  Tel#877-501-2756                            Delivery Reference
      Fax 312-705-0431                        DEIRDRA STATES

                                              Deliver To
                                              MIT
                                              651 CHURCH STREET

                                              MOBILE, AL 36602


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  Date      |Vendor |Date     |Ship       |         |
  Ordered   |Number |Required |Via        |Terms    |Department
--------------------------------------------------------------------------------
  03/17/21  |272932 |03/19/21 |                     |INFORMATION TECHNOLOGY
--------------------------------------------------------------------------------
 LN Description / Account                      Qty      Unit Price      Net Price
    Archiving for Exchange Online G           EACH
    subscription li Supplier Part No:
    5930721 Manufacturer Part No:
    AAA-11618-CCD-12mo Manufacturer
    Name: Microsoft MPSA Government
    Supplier Quote No: 33485:LXRN678
    NIGP: UNSPSC: 43000000

   1 1000.10.25.5000.5000.5000.0000.0000.42150.                      33617.50

    Ship To
    MIT
    651 CHURCH STREET
    MOBILE, AL 36602
    Delivery Reference
    DEIRDRA STATES

    Deliver To
    MIT
    651 CHURCH STREET
    MOBILE, AL 36602


003 ITEM:  Microsoft Office 365  Plan       1750.00        52.55000      91962.50
    G1    subscription license   1            EACH
    user Supplier Part No: 3678974
    Manufacturer Part No:
    AAA-11646-CCD-12MO Manufacturer
    Name: Microsoft MPSA Government
    Supplier Quote No: 33485:LXRN678
    NIGP: UNSPSC: 43000000
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munis
a tyler erp solution

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  Bill To                             |           Requisition 00008095-00  FY 2021
  ACCOUNTS PAYABLE                    |
  P O BOX 389                         |Acct No:
                                      |1000.10.25.5000.5000.5000.0000.0000.42150.
  MOBILE, AL                          |Review:
  36601                               |Buyer:  9105fola
  vendorinvoices@cityofmobile.org     |Status: Approved                     Page 3
==============================================================================
  Vendor                                  Ship To
  CDW GOVERNMENT LLC                      MIT
  230 N MILWAUKEE AVE                     651 CHURCH STREET

                                          MOBILE, AL 36602
  VERNON HILLS, IL 60061                  ASHLEY.TODD@CITYOFMOBILE.ORG

  Tel#877-501-2756                        Delivery Reference
      Fax 312-705-0431                    DEIRDRA STATES

                                          Deliver To
                                          MIT
                                          651 CHURCH STREET

                                          MOBILE, AL 36602


------------------------------------------------------------------------------
  Date        |Vendor |Date      |Ship        |          |
  Ordered     |Number |Required  |Via         |Terms     |Department
------------------------------------------------------------------------------
  03/17/21    |272932 |03/19/21  |                       |INFORMATION TECHNOLOGY
------------------------------------------------------------------------------
 LN Description / Account                      Qty      Unit Price      Net Price

   1 1000.10.25.5000.5000.5000.0000.0000.42150.                          91962.50

    Ship To
    MIT
    651 CHURCH STREET
    MOBILE, AL 36602
    Delivery Reference
    DEIRDRA STATES

    Deliver To
    MIT
    651 CHURCH STREET
    MOBILE, AL 36602


004 ITEM:  Microsoft Office 365  Plan       200.00      203.95000       40790.00
    G3    subscription license   1            EACH
    user Supplier Part No: 3678993
    Manufacturer Part No:
    AAA-11650-CCD-12MO Manufacturer
    Name: Microsoft MPSA Government
    Supplier Quote No: 33485:LXRN678
    NIGP: UNSPSC: 43000000

   1 1000.10.25.5000.5000.5000.0000.0000.42150.                          40790.00
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  ACCOUNTS PAYABLE                     |
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  MOBILE, AL                           |Review:
  36601                                |Buyer:  9105fola
  vendorinvoices@cityofmobile.org      |Status: Approved                   Page 4
================================================================================
  Vendor                                   Ship To
  CDW GOVERNMENT LLC                       MIT
  230 N MILWAUKEE AVE                      651 CHURCH STREET

                                           MOBILE, AL 36602
  VERNON HILLS, IL 60061                   ASHLEY.TODD@CITYOFMOBILE.ORG

  Tel#877-501-2756                         Delivery Reference
      Fax 312-705-0431                     DEIRDRA STATES

                                           Deliver To
                                           MIT
                                           651 CHURCH STREET

                                           MOBILE, AL 36602


--------------------------------------------------------------------------------
  Date        |Vendor |Date     |Ship       |         |
  Ordered     |Number |Required |Via        |Terms    |Department
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  03/17/21    |272932 |03/19/21 |                     |INFORMATION TECHNOLOGY
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 LN Description / Account                      Qty      Unit Price      Net Price

    Ship To
    MIT
    651 CHURCH STREET
    MOBILE, AL 36602
    Delivery Reference
    DEIRDRA STATES

    Deliver To
    MIT
    651 CHURCH STREET
    MOBILE, AL 36602


005 ITEM:  Microsoft Office 365  Plan        100.00      106.06000       10606.00
    G3    subscription license  1              EACH
    month    1 user Supplier Part No:
    5830101 Manufacturer Part No:
    AAA-11662-CCD-12MO Manufacturer
    Name: Microsoft MPSA Government
    Supplier Quote No: 33485:LXRN678
    NIGP: UNSPSC: 43231513

   1 1000.10.25.5000.5000.5000.0000.0000.42150.                       10606.00
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  ACCOUNTS PAYABLE                       |
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                                         |1000.10.25.5000.5000.5000.0000.0000.42150.
  MOBILE, AL                             |Review:
  36601                                  |Buyer:  9105fola
  vendorinvoices@cityofmobile.org        |Status: Approved                   Page 5
================================================================================
  Vendor                                     Ship To
  CDW GOVERNMENT LLC                         MIT
  230 N MILWAUKEE AVE                        651 CHURCH STREET

                                             MOBILE, AL 36602
  VERNON HILLS, IL 60061                     ASHLEY.TODD@CITYOFMOBILE.ORG

  Tel#877-501-2756                           Delivery Reference
      Fax 312-705-0431                       DEIRDRA STATES

                                             Deliver To
                                             MIT
                                             651 CHURCH STREET

                                             MOBILE, AL 36602


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  Date       |Vendor |Date      |Ship       |         |
  Ordered    |Number |Required  |Via        |Terms    |Department
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  03/17/21   |272932 |03/19/21  |                     |INFORMATION TECHNOLOGY
--------------------------------------------------------------------------------
 LN Description / Account                         Qty      Unit Price      Net Price

    Ship To
    MIT
    651 CHURCH STREET
    MOBILE, AL 36602
    Delivery Reference
    DEIRDRA STATES

    Deliver To
    MIT
    651 CHURCH STREET
    MOBILE, AL 36602


006 ITEM:  GOV MS MPSA POWER BI PROFG           30.00      101.85000        3055.50
    USER CSS Supplier Part No: 4371583           EACH
    Manufacturer Part No:
    AAA-34567-CCD-12mo Manufacturer
    Name: Microsoft MPSA Government
    Supplier Quote No: 33485:LXRN678
    NIGP: UNSPSC: 43000000

   1 1000.10.25.5000.5000.5000.0000.0000.42150.                          3055.50

    Ship To
    MIT
    651 CHURCH STREET
    MOBILE, AL 36602
    Delivery Reference
    DEIRDRA STATES
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  Bill To                              |           Requisition 00008095-00  FY 2021
  ACCOUNTS PAYABLE                     |
  P O BOX 389                          |Acct No:
                                       |1000.10.25.5000.5000.5000.0000.0000.42150.
  MOBILE, AL                           |Review:
  36601                                |Buyer:  9105fola
  vendorinvoices@cityofmobile.org      |Status: Approved                     Page 6
================================================================================
  Vendor                                   Ship To
  CDW GOVERNMENT LLC                       MIT
  230 N MILWAUKEE AVE                      651 CHURCH STREET

                                           MOBILE, AL 36602
  VERNON HILLS, IL 60061                   ASHLEY.TODD@CITYOFMOBILE.ORG

  Tel#877-501-2756                         Delivery Reference
      Fax 312-705-0431                     DEIRDRA STATES

                                           Deliver To
                                           MIT
                                           651 CHURCH STREET

                                           MOBILE, AL 36602


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  Date        |Vendor |Date     |Ship       |          |
  Ordered     |Number |Required |Via        |Terms     |Department
--------------------------------------------------------------------------------
  03/17/21    |272932 |03/19/21 |                      |INFORMATION TECHNOLOGY
--------------------------------------------------------------------------------
 LN Description / Account                        Qty      Unit Price      Net Price
    Deliver To
    MIT
    651 CHURCH STREET
    MOBILE, AL 36602


007 ITEM:  GOV MS MPSA PRJCTONLN PROG           6.00       80.33000         481.98
    USER Supplier Part No: 5374309              EACH
    Manufacturer Part No:
    AAA-22537-CCD-12MO Manufacturer
    Name: Microsoft MPSA Government
    Supplier Quote No: 33485:LXRN678
    NIGP: UNSPSC: 43000000

   1 1000.10.25.5000.5000.5000.0000.0000.42150.                            481.98

    Ship To
    MIT
    651 CHURCH STREET
    MOBILE, AL 36602
    Delivery Reference
    DEIRDRA STATES

    Deliver To
    MIT
    651 CHURCH STREET
    MOBILE, AL 36602


008 ITEM:  Microsoft Visio Pro for             12.00      109.00000        1308.00
    Office 365   subscription license           EACH
```

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==================================================================================
  Bill To                                |         Requisition 00008095-00  FY 2021
  ACCOUNTS PAYABLE                       |
  P O BOX 389                            |Acct No:
                                         |1000.10.25.5000.5000.5000.0000.0000.42150.
  MOBILE, AL                             |Review:
  36601                                  |Buyer:  9105fola
  vendorinvoices@cityofmobile.org        |Status: Approved                    Page 7
==================================================================================
  Vendor                                     Ship To
  CDW GOVERNMENT LLC                         MIT
  230 N MILWAUKEE AVE                        651 CHURCH STREET

                                             MOBILE, AL 36602
  VERNON HILLS, IL 60061                     ASHLEY.TODD@CITYOFMOBILE.ORG

  Tel#877-501-2756                           Delivery Reference
      Fax 312-705-0431                       DEIRDRA STATES

                                             Deliver To
                                             MIT
                                             651 CHURCH STREET

                                             MOBILE, AL 36602


----------------------------------------------------------------------------------
  Date       |Vendor |Date      |Ship      |         |
  Ordered    |Number |Required  |Via       |Terms    |Department
----------------------------------------------------------------------------------
  03/17/21   |272932 |03/19/21  |                    |INFORMATION TECHNOLOGY
----------------------------------------------------------------------------------
 LN Description / Account                         Qty     Unit Price     Net Price
     1 user Supplier Part No: 4459243
    Manufacturer Part No:
    AAA-11694-CCD-12MO Manufacturer
    Name: Microsoft MPSA Government
    Supplier Quote No: 33485:LXRN678
    NIGP: UNSPSC: 43231507

   1 1000.10.25.5000.5000.5000.0000.0000.42150.                          1308.00

    Ship To
    MIT
    651 CHURCH STREET
    MOBILE, AL 36602
    Delivery Reference
    DEIRDRA STATES

    Deliver To
    MIT
    651 CHURCH STREET
    MOBILE, AL 36602
```

Requisition Link

```
                               Requisition Total                        182205.36

     ***** General Ledger Summary Section *****
     Account                                        Amount  Remaining Budget
     1000.10.25.5000.5000.5000.0000.0000.42150.
                                                 182205.36         956118.60
        INFORMATION TECHNOLOGY EXP      MAINTENANCE & REPAIRS

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

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================================================================================
  Bill To                               |           Requisition 00008095-00  FY 2021
  ACCOUNTS PAYABLE                      |
  P O BOX 389                           |Acct No:
                                        |1000.10.25.5000.5000.5000.0000.0000.42150.
  MOBILE, AL                            |Review:
  36601                                 |Buyer:  9105fola
  vendorinvoices@cityofmobile.org       |Status: Approved                     Page 8
================================================================================
  Vendor                                    Ship To
  CDW GOVERNMENT LLC                        MIT
  230 N MILWAUKEE AVE                       651 CHURCH STREET

                                            MOBILE, AL 36602
  VERNON HILLS, IL 60061                    ASHLEY.TODD@CITYOFMOBILE.ORG

  Tel#877-501-2756                          Delivery Reference
      Fax 312-705-0431                      DEIRDRA STATES

                                            Deliver To
                                            MIT
                                            651 CHURCH STREET

                                            MOBILE, AL 36602



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  Date       |Vendor |Date      |Ship        |          |
  Ordered    |Number |Required  |Via         |Terms     |Department
--------------------------------------------------------------------------------
  03/17/21   |272932 |03/19/21  |                       |INFORMATION TECHNOLOGY
--------------------------------------------------------------------------------
 LN Description / Account                               Qty     Unit Price     Net Price
      Activity  Date       Clerk                        Comment
      Approved  03/17/21   MARK PEARSON                   Auto approved by: 91057606
      Approved  03/17/21   SCOTT KEARNEY
      Approved  03/18/21   DONNA MICHELE STANLEY          Auto approved by: 910516727
      Approved  03/18/21   DONALD ROSE                    Approved by: 9105fola
      Approved  03/18/21   SANDRA LEWIS                   Auto approved by: 910516727
      Approved  03/18/21   HEATHER KIHYET                 Auto approved by: 910516727
      Approved  03/18/21   JOHN PAINE                     Auto approved by: 910516727


              Authorized By: ___________________________  Date: _____________
                                     Signature
```

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

Act 2018-413 provides for certain exceptions to the Alabama Public Works Law. Omnia's contract for air conditioning and heating units and systems, which was awarded to Trane (RFP#15-JLP-023), has been approved for use under the provisions of Act 2018-413. This approval does **not** authorize installation or labor related thereto, which must be bid in compliance with Title 39.

November 30, 2020

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, 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, 2021**. This approval authorizes the **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. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

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

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.

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/jcp

CDW·G PEOPLE WHO GET IT

NATIONAL IPA
EXPERIENCED • FOCUSED • TRUSTED

NATIONAL IPA AND CDW·G

A WINNING PARTNERSHIP IN STRATEGIC SOURCING

We are pleased to announce that CDW·G has been awarded a special contract with National IPA, for the sale of Information Technology Solutions and Services, under Agreement 2018011-01. Contract 2018011-01 is now available for National IPA Participants to utilize for all of your technology needs.

STRONG PARTNERSHIP, STRONG SOLUTIONS

CDW·G and National IPA have worked collaboratively to help you successfully convert to the new program. If you have any questions about the transition or process, please contact your CDW·G account manager for additional assistance.

We look forward to serving you under our new agreement with National IPA.

HERE ARE THE BENEFITS OF THE CONTRACT:

+ Term: 3/1/2018 to 2/28/2023 with two, one-year renewals.
+ Competitive pricing across CDW·G's entire portfolio of products and solutions.
+ Access to a multitude of services and custom configurations, including equipment staging.
+ Pricing on products made by the following partners:

APC by Schneider Electric | Apple Authorized Reseller | Hewlett Packard Enterprise | hp | Lenovo | Microsoft Surface | paloalto NETWORKS | RUCKUS an ARRIS company | TRIPP·LITE | vmware

AGENDA ITEM SUMMARY SHEET

Agenda of:3/30/2021

Submitted by:

Brad Christensen, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To provide funding for various repair/maintenance projects at the Convention Center. This is essential to government operations due to safety & maintenance concerns at the Convention Center.

Amount of Contract:

$2,293,500.00 to be reallocated

Funding Source

Project # Resolution for Reallocation of Funds for the Arthur R. Outlaw Mobile Convention Center	**Discretionary Funds**
Project String Convention Center Fund (6080)	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Christensen, Brad	Approved	3/16/2021 - 12:51 PM
Capital	Hollins, Tiffany	Approved	3/16/2021 - 3:17 PM
Mayors Office	Barber, James	Approved	3/18/2021 - 12:44 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/30/2021

Submitted by:

Brad Christensen, Real Estate Asset Management Dept

Sponsored by:

Various Councilmember & Mayor Stimpson

Purpose and Scope of Project:

To provide/install new security system upgrades at various City of Mobile Public Works facilities. This is essential to government operations due to safety & maintenance concerns at these various facilities.

Amount of Contract:

$247,398.00

Funding Source

Project # Various City of Mobile Public Works Facilities – Security Upgrades SR-039-19	**Discretionary Funds**
Project String C0462 (20002000-48010)	**Contract Number:**3182
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Christensen, Brad	Approved	3/12/2021 - 5:16 PM
Capital	Hollins, Tiffany	Approved	3/12/2021 - 5:37 PM
Legal	Kern, Chris	Approved	3/16/2021 - 4:21 PM
Mayors Office	Barber, James	Approved	3/18/2021 - 12:46 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/30/2021

Submitted by:

Brad Christensen, Director of REAM

Sponsored by:

Councilmember Rich & Mayor Stimpson

Amount of Contract:

$803,157.00

Funding Source

Project # Medal of Honor Park - Athletic Fields Concessions & Restroom Improvements PR-045-20

Discretionary Funds

Project String 20002000-48010

Contract Number:3184

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Christensen, Brad	Approved	3/17/2021 - 11:54 AM
Capital	Hollins, Tiffany	Approved	3/17/2021 - 12:22 PM
Legal	Kern, Chris	Approved	3/17/2021 - 1:36 PM
Mayors Office	Barber, James	Approved	3/18/2021 - 12:46 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/30/2021

Submitted by:

Brad Christensen, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To provide professional services for staff augmentation for various/miscellaneous City of Mobile capital projects. This is essential to government operations due to safety & maintenance concerns at various City of Mobile facilities.

Amount of Contract:

$152,000.00 for initial 6-month term

Funding Source

Project # Professional Service Agreement for Staff Augmentation Services For Miscellaneous City of Mobile Capi	**Discretionary Funds**
Project String 10043032.42200 (Architectural Engineering – Professional & Technical Operating Acct)	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Christensen, Brad	Approved	3/17/2021 - 7:26 AM
Budget	Sapp, Celia	Approved	3/17/2021 - 12:42 PM

Legal	Kern, Chris	Approved	3/17/2021 - 1:44 PM
Legal	Kern, Chris	Approved	3/17/2021 - 1:44 PM
Mayors Office	Barber, James	Approved	3/18/2021 - 12:46 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/30/2021

Submitted by:

Michelle Melton, REAM.

Sponsored by:

Mayor William S. Stimpson and Councilman C.J. Small

Purpose and Scope of Project:

Establish a framework in which mutually beneficial programs, projects, and activities may be accomplished by ADCNR and City working cooperatively on property known as Helen Wood Park. This Resolution is necessary to perform essential minimum functions of the City Council.

Amount of Contract:

$0.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Draft Resolution	Resolution Letter	3/16/2021
MOU	Backup Material	3/16/2021

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Melton, Michelle	Approved	3/16/2021 - 10:43 AM
Legal	Kern, Chris	Approved	3/16/2021 - 4:24 PM
Mayors	Barber, James	Approved	3/18/2021 -

Office 12:45 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson and Councilmember C.J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Memorandum of Understanding by and between the Alabama Department of Conservation and Natural Resources, State Lands Division and the City of Mobile regarding Helen Wood Park attached hereto and made a part hereof as though set forth in full. A copy is on file in the office of the City Clerk.

Be it further resolved that the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

Adopted:__________________

____

City Clerk

MEMORANDUM OF UNDERSTANDING *between*

THE ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES,

STATE LANDS DIVISION (STATE) *and*

THE CITY OF MOBILE, MOBILE COUNTY, ALABAMA (CITY)

This Memorandum of Understanding (MOU) is made and entered into between the Alabama Department of Conservation and Natural Resources, State Lands Division acting by and through its Commissioner, hereinafter referred to as STATE, and the City of Mobile, Alabama, hereinafter referred to as CITY.

I. PURPOSE

The purpose of this MOU is to establish a framework upon which mutually beneficial programs, projects, and activities may be accomplished by the STATE and the CITY working cooperatively on the property currently known as *Helen Wood Park*, located in Mobile, Alabama, as described on **Exhibit 1** and hereafter referred to as the PROPERTY.

The STATE and the CITY share common interests including conserving natural resources, enhancing public access, providing public recreation opportunities, and educating the public regarding responsible land use and land stewardship.

The CITY has requested permission from STATE to manage the PROPERTY as a public access site for the benefit of the general public. The CITY understands that the PROPERTY is owned by STATE and, accordingly, the usage of the PROPERTY as well as the planning, design and/or construction of any improvements must be consistent with all programmatic requirements of STATE and, accordingly, require consent by STATE.

In consideration of the above premises, the parties agree as follows:

II. STATE OBLIGATIONS

1. STATE shall allow CITY to manage the PROPERTY as a public access site for the benefit of the general public. Unless otherwise agreed upon by the CITY and STATE, STATE shall allow CITY, its agents, and the general public full site access for the duration of this MOU in a manner consistent with responsible stewardship.

2. STATE shall allow CITY to request approval to make certain improvements to protect the ecological integrity of the site and/or improve access for the general public. However, all proposed improvements must go through a review and approval process (including, but not limited to, environmental impact and sustainability review) and have prior written approval by the STATE before CITY initiates any land disturbance or construction related activities associated with any such proposed improvements.

3. STATE may publicize, through website posting and email announcements, the development of mutually-beneficial programs, projects, activities, and recreational opportunities at its sole discretion.

III. CITY OBLIGATIONS

1. CITY shall assume responsibility for management of the PROPERTY and take such actions as necessary to properly maintain the PROPERTY as a public access site for the benefit of the general public. Such maintenance shall include, but not be limited to, planning and implementation of proposed public access improvements, general maintenance and upkeep of all existing site improvements and grounds, routine monitoring of the site, and routine removal of trash and debris.

2. CITY shall not initiate any land disturbance or construction related activities associated with any proposed improvements to the PROPERTY before obtaining prior written approval by the STATE. CITY hereby acknowledges and agrees that STATE reserves the right to require all proposals related to potential improvements to go through a review and approval process (including, but not limited to, environmental impact and sustainability review) and shall further grant approval as to any improvements in its sole discretion.

3. As to any improvements approved by STATE, the CITY shall be responsible for obtaining all necessary permits or authorizations prior to the commencement of any such approved work and shall ensure that all improvements conform to applicable local, state and federal requirements and codes. Said obligations shall be the sole responsibility of the CITY. Upon notice of non-compliance with any applicable state, local or federal law or code, CITY shall be obligated to promptly rectify the non-compliance or STATE may take appropriate actions to rectify the non-compliance and bill the CITY for the cost thereof, which the CITY agrees to pay in full within 30 days of receipt of said bill.

4. CITY shall cooperate with STATE and partners designated by the STATE in relation to enhancement of natural resources and/or recreational opportunities as deemed by the STATE to be beneficial to STATE interests. CITY and STATE mutually acknowledge that the PROPERTY may at times be utilized as a staging and work area for shoreline and marsh restoration projects, including, but not limited to, the National Fish and Wildlife Foundation's 2018 National Coastal Resilience Fund grant award to The Nature Conservancy titled "Helen Wood Park Shoreline Protection and Habitat Restoration" project.

5. All projects, programs and activities initiated by CITY will be supervised by trained and experienced CITY staff and/or contractors. Safety of the public and any volunteers utilized by CITY will be of primary importance at all times and the sole responsibility of CITY.

6. CITY shall be responsible for maintenance of the grounds of the PROPERTY and existing infrastructure and improvements during the term of this MOU.

7. CITY shall provide signage and information kiosks, as necessary, on PROPERTY. CITY shall further include ADCNR's State Lands Division in signage/publicity related to the site.

8. CITY specifically understands and agrees that all structures or other improvements placed on the premises during the term of this MOU shall be and become the

property of STATE at the termination or cancellation of this MOU, and such structures or other improvements shall remain on the premises.

9. CITY will not make any claim to title or interest to the premises herein described due to occupancy, management, or use thereof. All title and interest to said land herein before described is vested in STATE.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE SAID PARTIES THAT:

1. This MOU shall commence on the date of its execution by the parties and shall continue from year to year until terminated by any party to this MOU with 90 days' written notice. Notwithstanding the foregoing, if, at any time, the CITY uses the property described herein for any use other than the use permitted under this MOU, this MOU is subject to automatic termination.

2. This MOU may be modified or amended upon written consent of all parties to this MOU.

3. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties of this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties.

4. STATE reserves all rights to the PROPERTY, including the right of ingress and egress over and upon said area. STATE specifically reserves all timber, minerals, and mineral rights, including the right to harvest, prospect, drill, and develop same through itself.

5. Neither the CITY, nor any of the CITY'S agents, contractors, employees, licensees, or invitees shall at any time handle, use, manufacture, store, or dispose of in or about the premises any flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives, or any substance or material identified now or in the future as hazardous under any federal, state, or local law or regulation, or any other substance or material that may be considered hazardous (collectively "Hazardous Materials") subject to statutory or regulatory requirement governing handling, disposal, or cleanup by or under any federal, state, and local laws and ordinances relating to the protection of the environment or the keeping, use, or disposition of environmentally hazardous materials, substances, or wastes, presently in effect or hereafter adopted, all amendments to any of them, and all rules and regulations issued pursuant to any such laws or ordinances (collectively "Environmental Laws"). The CITY shall be responsible for the removal and remediation of environmental or soil conditions and shall protect, defend, indemnify and hold the STATE, its agents and employees, harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of any actual or asserted failure of the CITY to fully comply with all applicable Environmental Laws, or the presence, handling, use or disposition in or from the premises of any Hazardous Materials, or by reason of any actual or asserted failure of the CITY to keep, observe, or perform any provision of this paragraph.

6. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this MOU shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this MOU, be enacted, then that conflicting provision in the MOU shall be deemed null and void.

7. All parties to this MOU shall comply with all state and federal laws which prohibit discrimination including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.

8. By signing this MOU, CITY agrees that, for the duration of the MOU, it 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, CITY is found to be in violation of this provision, it shall be deemed in breach of the MOU and shall be responsible for all damages resulting therefrom.

9. Further, the CITY, its agents, contractors, employees, volunteers, assigns, heirs, guests, and invitees shall hold harmless and indemnify the State of Alabama, the Department of Conservation and Natural Resources, the State Lands Division, and any and all of their officers, agents, or employees, from any and all claims, debts, demands, suits, expenses (including attorney's fees), liabilities, or damages of any nature, arising out of any injury, death, property damage, claims, demands, or other causes of action of any nature arising from or pursuant to this MOU. Neither this Section 9, nor any other part of this MOU, shall be deemed to constitute, either as to STATE 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 and case law otherwise available to Recipient which may be raised on Recipient's behalf in any action or proceeding arising out of this MOU or otherwise pursuant to this MOU. STATE specifically acknowledges that Recipient does not hereby waive any immunity defenses or the applicability of the statutory damages cap.

10. The CITY agrees that the 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 Montgomery County, Alabama.

11. The local contact person for the STATE is:

Will Underwood
Coastal Section Administrator
251-621-1216 (office) 251-214-6978 (cell)
will.underwood@dcnr.alabama.gov

The principal CITY contact for this MOU is:

Michelle Melton
Deputy Director Real Estate Asset Management
251-208-5822

Michelle.Melton@cityofmobile.org

12. This MOU in no way restricts the STATE from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

13. Nothing in this memorandum shall obligate the STATE or the CITY to appropriate or expend funds or to enter into any contract or other obligations.

14. All parties agree not to use the name of the other party for promotional or commercial use without the expressed written permission of the party whose name is proposed for use. No party shall issue any press release or other media advisory concerning this MOU or the activities undertaken pursuant to this MOU without the written consent of the other parties.

STANDARD STATE CLAUSES

15. Not a Debt of the State

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

16. Alternative Dispute Resolution

In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

17. No Agency

By entering into this Agreement, CITY is not an agent of the State of Alabama, its officers, employees, agents or assigns. The CITY is an independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.

18. Not Entitled to Merit System

CITY understands and agrees that it is not hereby entitled to any benefits of the Alabama State Merit System.

19. <u>No Boycott</u>

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

20. <u>Immigration</u>

By signing this Agreement, the 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 contract and shall be responsible for all damages resulting therefrom.

21. <u>Severability</u>

In the event any terms or provisions of this agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.

22. <u>Governing Law / Sovereign Immunity</u>

This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.

23. <u>Force Majeure</u>

In the case of a Force Majeure Event as defined herein, STATE reserves the right to immediately terminate the Agreement without prior notice to CITY. Should this occur, neither Party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency, whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the ________ day of ____________________, 202__.

RECOMMENDED:

APPROVED: STATE OF ALABAMA
Department of Conservation and
Natural Resources

____
Patricia Powell McCurdy, Director
State Lands Division

____
Christopher M. Blankenship, Commissioner

TERMS ACCEPTED:
City of Mobile, Alabama

Signed: ________________________________

Printed Name: William S. Stimpson

Title: Mayor

ATTEST:__________________________

City Clerk

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Helen W. Wood, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

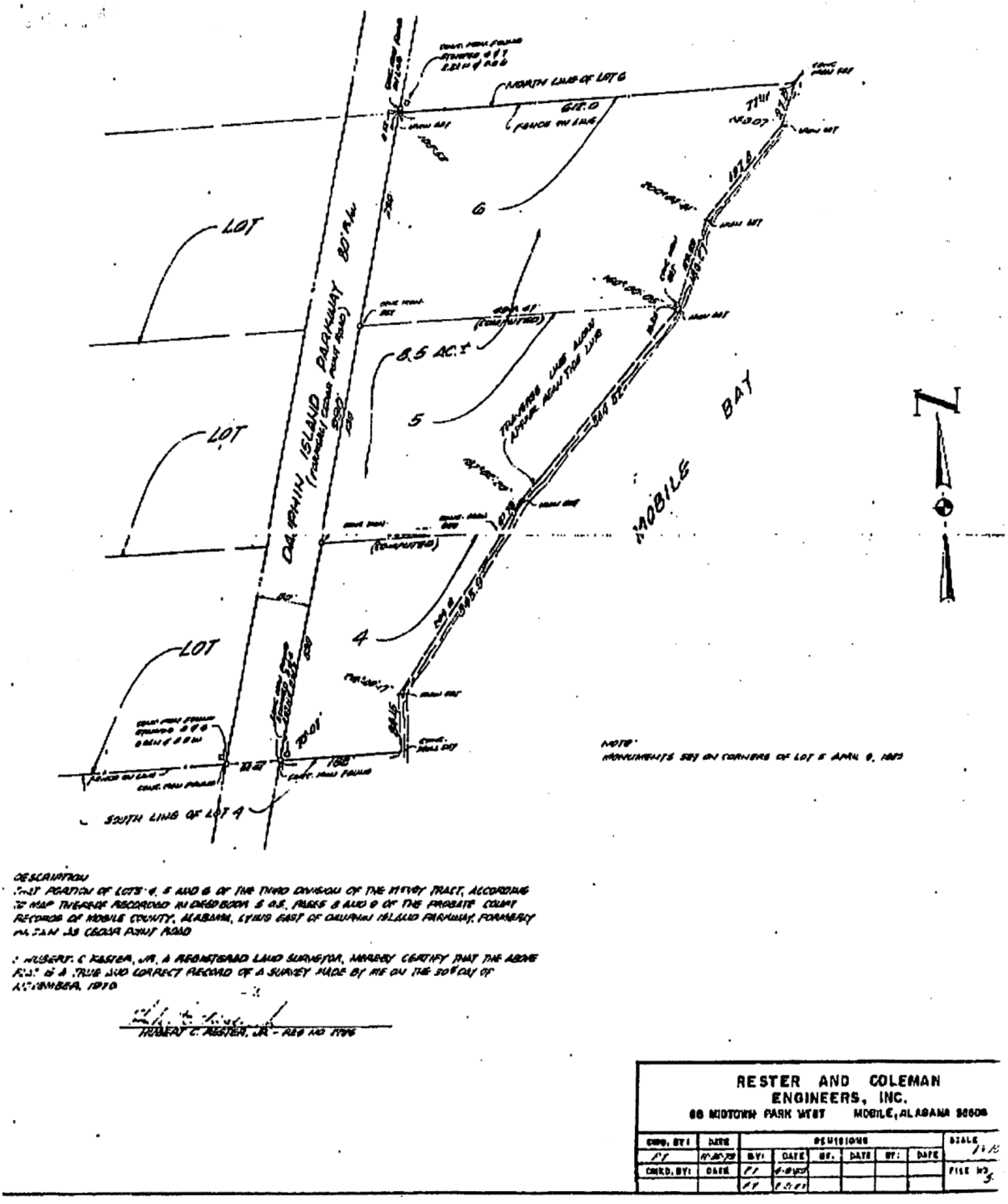
Given under my hand and seal this 14th **day of** December**, 2001.**

Linda A. McCool
NOTARY PUBLIC

My commission expires 11-1-03

This instrument prepared by:

Otis J. Goodwyn
Chief Legal Counsel
Department of Conservation
and Natural Resources
64 North Union Street
Montgomery, Alabama 36130-1901


NORTH LINE OF LOT 6
617.0
FENCE ON LINE
6
LOT
5
8.5 AC.±
LOT
DAUPHIN ISLAND PARKWAY 80' R/W
(FORMERLY CEDAR POINT ROAD)
(COMPUTED)
TRAVERSE LINE ALONG APPROX. MEAN TIDE LINE
MOBILE BAY
N
4
LOT
SOUTH LINE OF LOT 4
NOTE:
MONUMENTS SET ON CORNERS OF LOT 5 APRIL 9, 1980
DESCRIPTION
THAT PORTION OF LOTS 4, 5 AND 6 OF THE THIRD DIVISION OF THE TRACT, ACCORDING TO MAP THEREOF RECORDED IN DEED BOOK 5 AS, PAGES 8 AND 9 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, LYING EAST OF DAUPHIN ISLAND PARKWAY, FORMERLY KNOWN AS CEDAR POINT ROAD
I, HUBERT C. RESTER, JR, A REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE AND CORRECT RECORD OF A SURVEY MADE BY ME ON THE 30th DAY OF NOVEMBER, 1979
HUBERT C. RESTER, JR. - REG NO
RESTER AND COLEMAN
ENGINEERS, INC.
MIDTOWN PARK WEST MOBILE, ALABAMA
DWG. BY: DATE
CHKD. BY: DATE
REVISIONS
BY: DATE BY: DATE BY: DATE
SCALE
FILE NO.

AGENDA ITEM SUMMARY SHEET

Agenda of:3/30/2021

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize the City Attorney and City Council Attorney to execute the Settlement Agreement and Release of Claims arising out of the claim of Mary T Jackson

Amount of Contract:
n/a

Effective Date of Contract:
3/30/2021

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Jackson

Discretionary Funds n/a

Project String n/a

Contract Number:72007200 - 42135 funding source

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	3/17/2021 - 3:32 PM
Legal	Kern, Chris	Approved	3/17/2021 - 3:49 PM
Legal	Kern, Chris	Approved	3/17/2021 - 3:49 PM

Mayors Office	Barber, James	Approved	3/18/2021 - 12:48 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/30/2021

Submitted by:
Lisa C. Lambert, City Clerk

Sponsored by:
Councilmember Richardson

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Gauthier, Lana	Approved	3/24/2021 - 1:33 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/30/2021

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

appointment of Lawrence Battiste, IV, as Executive Director of Public Safety

Amount of Contract:

n/a

Effective Date of Contract:

4/6/2021

Funding Source

Project # Resolution appointing Executive Director of Public Safety

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	3/25/2021 - 2:33 PM
Legal	Kern, Chris	Approved	3/25/2021 - 2:51 PM
Capital	Hollins, Tiffany	Approved	3/25/2021 - 3:04 PM
Mayors			3/25/2021 - 3:10

Office	Barber, James	Approved	PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/30/2021

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
appointing Robert Holt as Executive Director of Finance

Amount of Contract:
n/a

Effective Date of Contract:
4/6/2021

Funding Source

Project # Resolution appointing Executive Director of Finance	**Discretionary Funds** n/a
Project String n/a	**Contract Number:**n/a
Budget Amendment **REDUCE** n/a **INCREASE** n/a	
Grant Funds n/a	**Matching Funds** n/a

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	3/25/2021 - 2:36 PM
Legal	Kern, Chris	Approved	3/25/2021 - 2:51 PM
Capital	Hollins, Tiffany	Approved	3/25/2021 - 3:04 PM
Mayors			3/25/2021 - 3:10

Office	Barber, James	Approved	PM

AGENDA ITEM SUMMARY SHEET

Agenda of: 3/30/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Carrier Corporation for a 40-ton chiller for the Hudson Senior Center.

General Fund.

Amount of Contract:

$30,054.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20210319 Carrier Agenda Package POs	Cover Memo	3/19/2021

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	3/25/2021 - 2:21 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.*

R E S O L U T I O N

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**
7985	2021	(3035) FACILITY MAINTENANCE	CARRIER 40 TON CHILLER FOR HUDSON SENIOR CENTER (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NOT ON STATE CONTRACT)	$30,054.00	(297060) CARRIER CORPORATION

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

Adopted:

____
City Clerk

munis
a tyler erp solution

Bill To	Requisition 00007985-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor
CARRIER CORPORATION
100 ALPHA DR #118

DESTREHAN, LA 70097

Tel#504-388-0225
Fax 985-764-7050

Ship To
MECHANICAL SYSTEMS
850 OWENS STREET

MOBILE, AL 36604
MYRA.JACKSON@CITYOFMOBILE.ORG

Delivery Reference
CLIFTON THOMAS

Deliver To
MECHANICAL SYSTEMS
850 OWENS STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/15/21	297060	03/15/21			FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ------------- PER SOURCEWELL CONTRACT #030827 (FORMERLY NJPA). CONTACT CLIFF THOMAS AT 208-1575 24 HOURS PRIOR TO DELIVERY.			
001	CHILLER AS FOLLOWS:	1.00 EACH	23844.00000	23844.00

Additional Description Notes

CARRIER 40 TON CHILLER MODEL 30RAP040-6F-00100, INCLUDES CHILLER/STARTUP,
460,VOLT 3PHASE. SOURCEWELL CONTRACT NUMBER 030817
Vendor Item
Inventory Item/Loc 15206

1 2000.80.00.0000.0000.0000.0000.0000.44020.
E FAC06 .OPERSUPPLS. . 23844.00

Ship To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Delivery Reference
CLIFTON THOMAS

Deliver To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604

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===============================================================================
  Bill To                            |           Requisition 00007985-00   FY 2021
  ACCOUNTS PAYABLE                   |
  P O BOX 389                        |Acct No:
                                     |2000.80.00.0000.0000.0000.0000.0000.44020.
  MOBILE, AL                         |Review:
  36601                              |Buyer:  9105fola
  vendorinvoices@cityofmobile.org    |Status: Approved                      Page 2
===============================================================================
  Vendor                                 Ship To
  CARRIER CORPORATION                    MECHANICAL SYSTEMS
  100 ALPHA DR #118                      850 OWENS STREET

                                         MOBILE, AL 36604
  DESTREHAN, LA 70097                    MYRA.JACKSON@CITYOFMOBILE.ORG

  Tel#504-388-0225                       Delivery Reference
      Fax 985-764-7050                   CLIFTON THOMAS

                                         Deliver To
                                         MECHANICAL SYSTEMS
                                         850 OWENS STREET

                                         MOBILE, AL 36604
```

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/15/21	297060	03/15/21			FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
002	WARRANTY, 10 YEAR COMPLETE UNIT PARTS AND LABOR	1.00 EACH	6210.00000	6210.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E FAC06 .OPERSUPPLS. .			6210.00

Ship To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Delivery Reference
CLIFTON THOMAS

Deliver To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 30054.00

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

Account	Amount	Remaining Budget
E FAC06 .OPERSUPPLS. .	30054.00	41486.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	30054.00	

```
===============================================================================
  Bill To                                 |          Requisition 00007985-00  FY 2021
  ACCOUNTS PAYABLE                        |
  P O BOX 389                             |Acct No:
                                          |2000.80.00.0000.0000.0000.0000.0000.44020.
  MOBILE, AL                              |Review:
  36601                                   |Buyer:  9105fola
  vendorinvoices@cityofmobile.org         |Status: Approved                  Page 3
===============================================================================
  Vendor                                      Ship To
  CARRIER CORPORATION                         MECHANICAL SYSTEMS
  100 ALPHA DR #118                           850 OWENS STREET

                                              MOBILE, AL 36604
  DESTREHAN, LA 70097                         MYRA.JACKSON@CITYOFMOBILE.ORG

  Tel#504-388-0225                            Delivery Reference
      Fax 985-764-7050                        CLIFTON THOMAS

                                              Deliver To
                                              MECHANICAL SYSTEMS
                                              850 OWENS STREET

                                              MOBILE, AL 36604


-------------------------------------------------------------------------------
  Date        |Vendor |Date     |Ship       |         |
  Ordered     |Number |Required |Via        |Terms    |Department
-------------------------------------------------------------------------------
  03/15/21    |297060 |03/15/21 |                     |FACILITY MAINTENANCE
-------------------------------------------------------------------------------
     Account                                             Amount  Remaining Budget
        CAPITAL IMPROVEMENTS FUND EXP   OPERATING SUPPLIES

     ***** Approval/Conversion Info *****
     Activity  Date      Clerk                   Comment
     Approved  03/15/21  BRAD CHRISTENSEN
     Approved  03/15/21  TIFFANY HOLLINS           Auto approved by: 91057604
     Approved  03/15/21  MARILYN MCMILLAN
     Approved  03/15/21  RELYA MALLORY             Auto approved by: 91057604
     Forward   03/16/21  JOHN PAINE
     Approved  03/18/21  DONNA MICHELE STANLEY     Auto approved by: 910516727
     Approved  03/18/21  DONALD ROSE               Approved by: 9105fola
     Approved  03/18/21  SANDRA LEWIS              Auto approved by: 910516727
     Approved  03/18/21  HEATHER KIHYET            Auto approved by: 910516727
     Approved  03/18/21  ANNE FOLEY                Auto approved by: 910516727


              Authorized By: ___________________________  Date: _____________
                                  Signature
```

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

Act 2018-413 provides for certain exceptions to the Alabama Public Works Law. As a result, effective June 1, 2018, air conditioning and heating units and systems may not be purchased from this cooperative until further notice.

November 30, 2020

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, 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, 2021**. This approval authorizes the **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. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

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

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/jcp

Sourcewell

Sourcewell
Awarded Contract

Carrier Corporation

HVAC & Refrigeration Systems

#030817-CAR

Maturity Date: 05/08/2021

Products & Services

Products & Services

COVID-19 Update

Sourcewell contract 030817-CAR gives access to the following types of goods and services:

- Heating
- Ventilation
- Air conditioning
- Refrigeration systems
- Refrigeration controls
- HVAC services
- Sustainable solutions

Become a Member

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

Search Vendors & Contracts

General Contracts

ezIQC Contracts

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.

Sourcewell for Vendors →

Terms & Conditions

Privacy Policy

Sitemap

Accessibility

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Carrier Corporation 030817-CAR

Pricing for contract #030817-CAR offers Sourcewell participating agencies the following discounts:

- 45-68.5% Discount off MSRP

AGENDA ITEM SUMMARY SHEET

Agenda of:3/30/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sunbelt Fire Inc for repairs to 2010 E-One aerial fire apparatus.

Amount of Contract:

$20,570.33

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20210325 Sunbelt Agenda Package POs	Cover Memo	3/25/2021

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	3/25/2021 - 2:24 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**
8435	2021	(2050) EQUIPMENT SERVICES	REPAIR HYDROMOTION SWIVEL ON 2010 E-ONE AERIAL FIRE APPARATUS (SOLE SOURCE FOR THIS MODEL APPARTUS)	$20,570.33	(198904) SUNBELT FIRE INC

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

Adopted:

____
City Clerk

```
================================================================================
  Bill To                              |           Requisition 00008435-00  FY 2021
  MUNICIPAL GARAGE                     |
  770 GAYLE STREET                     |Acct No:
                                       |7000.40.20.0000.0000.2070.0000.0000.45050.
  MOBILE, AL                           |Review:
  36604                                |Buyer:
                                       |Status: Approved                     Page 1
================================================================================
  Vendor                                   Ship To
  SUNBELT FIRE INC                         MUNICIPAL GARAGE
  8050 MCGOWIN DRIVE                       770 GAYLE STREET

                                           MOBILE, AL 36604
  FAIRHOPE, AL 36532                       SHERRIL.DOWNEY@CITYOFMOBILE.ORG

  Tel#251-928-9917                         Delivery Reference
      Fax 251-928-9933                     SHERRIL DOWNEY

                                           Deliver To
                                           MUNICIPAL GARAGE
                                           770 GAYLE STREET

                                           MOBILE, AL 36604


--------------------------------------------------------------------------------
  Date        |Vendor |Date     |Ship       |         |Department
  Ordered     |Number |Required |Via        |Terms    |Department
--------------------------------------------------------------------------------
  03/24/21    |198904 |         |                     |EQUIPMENT SERVICES
--------------------------------------------------------------------------------
 LN Description / Account                         Qty     Unit Price     Net Price

    General Notes
    -------------
    THIS REPIR IS BEING DONE AS A SOLE SOURCE OF SUPPLY AND REPAIR.

    PARTS ARE AVAILABLE FROM AN E-ONE DEALER ONLY.
001 RERPAIRS TO BE DONE AS FOLLOWS               1.00    20570.33000      20570.33
    HYDROMOTION SWIVEL TO BE REPAIRED.            LOT
    WINDOW OUT OF TRUCK ON DRIVERS
    DOOR.
    Additional Description Notes
    -------------
    SUNBELT FIRE CASE 8267077 / RO 125166 3/19/21
    BEING DONE AS A SOLE SOURCE ITEM. PARTS ARE AVAILABLE FROM THE MANUFACTURER
    E-ONE ONLY.

    REPAIR WILL BE DONE BY THE LOCAL E-ONE DEALER.

   1 7000.40.20.0000.0000.2070.0000.0000.45050.                       20570.33

    Ship To
    MUNICIPAL GARAGE
    770 GAYLE STREET
    MOBILE, AL 36604
    Delivery Reference
    SHERRIL DOWNEY

    Deliver To
    MUNICIPAL GARAGE
    770 GAYLE STREET
    MOBILE, AL 36604
```

```
==================================================================================
  Bill To                                    |          Requisition 00008435-00  FY 2021
  MUNICIPAL GARAGE                           |
  770 GAYLE STREET                           |Acct No:
                                             |7000.40.20.0000.0000.2070.0000.0000.45050.
  MOBILE, AL                                 |Review:
  36604                                      |Buyer:
                                             |Status: Approved                   Page 2
==================================================================================
  Vendor                                         Ship To
  SUNBELT FIRE INC                               MUNICIPAL GARAGE
  8050 MCGOWIN DRIVE                             770 GAYLE STREET

                                                 MOBILE, AL 36604
  FAIRHOPE, AL 36532                             SHERRIL.DOWNEY@CITYOFMOBILE.ORG

  Tel#251-928-9917                               Delivery Reference
      Fax 251-928-9933                           SHERRIL DOWNEY

                                                 Deliver To
                                                 MUNICIPAL GARAGE
                                                 770 GAYLE STREET

                                                 MOBILE, AL 36604


----------------------------------------------------------------------------------
  Date        |Vendor |Date      |Ship       |          |
  Ordered     |Number |Required  |Via        |Terms     |Department
----------------------------------------------------------------------------------
  03/24/21    |198904 |          |                      |EQUIPMENT SERVICES
----------------------------------------------------------------------------------
 LN Description / Account                         Qty      Unit Price     Net Price
Work Order: 93589
Work Order Task:      1
```

Requisition Link

```
                               Requisition Total                          20570.33

     ***** General Ledger Summary Section *****
     Account                                              Amount   Remaining Budget
     7000.40.20.0000.0000.2070.0000.0000.45050.
                                                        20570.33
        MOTOR POOL EXP                  REPAIR PARTS

     ***** Approval/Conversion Info *****
     Activity  Date       Clerk                  Comment
     Approved  03/24/21   DIANE MCCARTY
     Approved  03/24/21   DONNA MICHELE STANLEY    Auto approved by: 9105paij
     Approved  03/24/21   DONALD ROSE              Auto approved by: 9105paij
     Approved  03/24/21   SANDRA LEWIS             Auto approved by: 9105paij
     Approved  03/24/21   JOHN PAINE


                 Authorized By: ___________________________  Date: _____________
                                    Signature
```

AGENDA ITEM SUMMARY SHEET

Agenda of:3/30/2021

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Imagetrend Inc for annual subscription renewal for Elite Rescue and Elite Visual Informatics software.

General Fund.

Amount of Contract:
$90,375.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20210325 Imagetrend Agenda Package POs	Cover Memo	3/25/2021

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	3/25/2021 - 2:23 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.

R E S O L U T I O N

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
8481	2021	(1510) FIRE ADMINISTRATION	ANNUAL SUBSCRIPTION RENEWAL FOR ELITE RESCUE AND ELITE VISUAL INFORMATICS SOFTWARE (GSA CONTRACT)	$90,375.00	(295732) IMAGETREND INC

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

Adopted:

____
City Clerk

Bill To
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org

Requisition 00008481-00 FY 2021

Acct No:
6120.70.15.0000.0000.1510.0000.0000.42200.
Review:
Buyer: 9105fola
Status: Approved

Page 1

Vendor
IMAGETREND, INC.
20855 KENSINGTON BLVD

LAKEVILLE, MN 55044

Tel#9524691589
Fax 9529855671

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/21	295732				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ------------- PER INVOICE #127573.			
001	SERVICE, ELITE RESCUE SAAS ANNUAL FEES ON INVOICE 127573 AS PER GSA-GS-35F 365DA Vendor Item	1.00 EACH	79875.00000	79875.00
	1 6120.70.15.0000.0000.1510.0000.0000.42200.			79875.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	SERVICE, ELITE VISUAL INFORMATICS EMS CUBE SAAS ANNUAL FEES ON INVOICE 127573 AS PER GSA-GS-35F 365DA Vendor Item	1.00 EACH	10500.00000	10500.00

```
================================================================================
  Bill To                                  |           Requisition 00008481-00   FY 2021
  ACCOUNTS PAYABLE                         |
  P O BOX 389                              |Acct No:
                                           |6120.70.15.0000.0000.1510.0000.0000.42200.
  MOBILE, AL                               |Review:
  36601                                    |Buyer:  9105fola
  vendorinvoices@cityofmobile.org          |Status: Approved                    Page 2
================================================================================
  Vendor                                       Ship To
  IMAGETREND, INC.                             FIRE CENTRAL SUPPLY
  20855 KENSINGTON BLVD                        2851 OLD SHELL ROAD

                                               MOBILE, AL 36607
  LAKEVILLE, MN 55044

  Tel#9524691589                               Delivery Reference
      Fax 9529855671                           VICTORIA RICHARDSON

                                               Deliver To
                                               FIRE CENTRAL SUPPLY
                                               2851 OLD SHELL ROAD

                                               MOBILE, AL 36607


--------------------------------------------------------------------------------
  Date        |Vendor |Date      |Ship       |          |
  Ordered     |Number |Required  |Via        |Terms     |Department
--------------------------------------------------------------------------------
  03/24/21    |295732 |          |                      |FIRE ADMINISTRATION
--------------------------------------------------------------------------------
 LN Description / Account                         Qty      Unit Price      Net Price
   1 6120.70.15.0000.0000.1510.0000.0000.42200.                            10500.00

    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                          90375.00

     ***** General Ledger Summary Section *****
     Account                                              Amount  Remaining Budget
     6120.70.15.0000.0000.1510.0000.0000.42200.
                                                        90375.00        1625618.66
        EMERGENCY MEDICAL SVCS EXP      PROFESSIONAL & TECHNICAL

     ***** Approval/Conversion Info *****
     Activity  Date       Clerk                      Comment
     Forward   03/24/21   JOHN PAINE
     Forward   03/24/21   JOHN PAINE
     Unknown   03/25/21   DONALD ROSE
     Approved  03/25/21   DONNA MICHELE STANLEY       Auto approved by: 910516727
     Approved  03/25/21   DONALD ROSE                 Approved by: 9105fola
     Approved  03/25/21   SANDRA LEWIS                Auto approved by: 910516727
```

munis
a tyler erp solution

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008481-00 FY 2021 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/21	295732				FIRE ADMINISTRATION

LN Description / Account			Qty Unit Price Net Price
Approved	03/25/21	ANNE FOLEY	Auto approved by: 910516727
Approved	03/25/21	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	03/25/21	ANNE FOLEY	Auto approved by: 910516727
Approved	03/25/21	JAMES NEESE JR	Auto approved by: 910516727

Authorized By: ______________________________ Date: ______________
Signature

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

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

WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT

MULTIPLE AWARD SCHEDULE

LARGE CATEGORY: F – INFORMATION TECHNOLOGY

FSC GROUP: 70

CONTRACT NUMBER:
GS-35F-365DA

PERIOD COVERED BY CONTRACT:
June 16, 2016 through June 15, 2021

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

Contractor's Administration Source: **contracts@imagetrend.com**

General Services Administration
Management Services Center Acquisition Division
Modification #**PA-0017**, dated **June 5, 2020**
Business Size: **Small**
DUNS: **023842573**

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at http://www.fss.gsa.gov.

GSA AWARDED TERMS AND CONDITIONS
IMAGETREND, INC.

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

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

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

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

2. **MAXIMUM ORDER*:**

SIN 511210:	$500,000
SIN 54151:	$500,000
SIN 611420:	$250,000
SIN 54151ECOM:	$500,000

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

3. **MIMINUM ORDER:** $100.00

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

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

20855 Kensington Blvd
Lakeville, MN 55044

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

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

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

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

9a. Government purchase cards ***are accepted*** at or below the micro-purchase threshold

9b. Government purchase cards ***are not accepted*** above the micro-purchase threshold

10. **FOREIGN ITEMS:** None

11a. **TIME OF DELIVERY:** To be negotiated at the task order level

11b. **EXPEDITED DELIVERY:** To be negotiated at the task order level

11c. **OVERNIGHT AND 2-DAY DELIVERY:** To be negotiated at the task order level

11d. **URGENT REQUIREMENTS**: Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery

12. **FOB POINT:** Destination; 48 contiguous states and Washington, DC, as well as Alaska, Hawaii, and Puerto Rico

13a. **ORDERING ADDRESS:**

ImageTrend, Inc.
20855 Kensington Blvd
Lakeville, MN 55044
Phone: 952-469-1589
Fax: 952-985-5671

13b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3

14. **PAYMENT ADDRESS:**

ImageTrend, Inc.
20855 Kensington Blvd
Lakeville, MN 55044
Phone: 952-469-1589
Fax: 952-985-5671

15. **WARRANTY PROVISION:** N/A

16. **EXPORT PACKING CHARGES:** N/A

17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** Accepted at and below the micro-purchase threshold

18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (if applicable).** N/A

19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A

20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A

20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A

21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A

22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A

23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A

24a. **SPECIAL ATTRIBUITES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A

24b. **Section 508 Compliance for EIT:** As Applicable. For more information, please go to http://www.imagetrend.com/

The EIT standards can be found at: www.Section508.gov/.

25. **DUNS NUMBER:** 078407906

26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Active

SIN	Manufacturer	Manufacturer Product Number	Product Name	Product Description	Unit of Issue	Number of Runs (Min)	Number of Runs (Max)	Price Offered to GSA (with IFF)	Warranty
Term Software License									
511210	ImageTrend, Inc.	Rescue_60000	ImageTrend Elite Rescue	Web-based EMS and Fire data collection and reporting system.	Each	60,000	69,999	$89,773.30	Standard commercial Warranty
511210	ImageTrend, Inc.	EMS_100000	ImageTrend Elite EMS	Web-based EMS data collection and reporting system.	Each	100,000	100,000+	$119,697.73	Standard commercial Warranty
SIN	**Manufacturer**	**Manufacturer Product Number**	**Product Name**	**Product Description**	**Unit of Issue**	**Number of Runs (Min)**	**Number of Runs (Max)**	**Price Offered to GSA (with IFF)**	**Warranty**
ImageTrend Elite Rescue Annual Support									
54151	ImageTrend, Inc.	Resc_Sup60000	ImageTrend Elite Rescue Annual Support	Support services for Elite Rescue as defined in SLA	Each Year	60,000	69,999	$14,363.73	Standard commercial Warranty
ImageTrend Elite EMS Annual Support									
54151	ImageTrend, Inc.	EMS_Sup100000	ImageTrend Elite EMS Annual Support	Support Services for Elite EMS as defined in SLA	Each Year	100,000	100,000+	$19,151.64	Standard commercial Warranty
ImageTrend Elite EMS Implementation									
54151	ImageTrend, Inc.	EMS_Imp100000	ImageTrend Elite EMS Implementation	Web-based EMS data collection	Each	100,000	100,000+	$19,949.62	Standard commercial Warranty
SIN	**Manufacturer**	**Manufacturer Product Number**	**Product Name**	**Product Description**	**Unit of Issue**	**Number of Runs (Min)**	**Number of Runs (Max)**	**Price Offered to GSA (with IFF)**	**Warranty**
ImageTrend Elite Annual Hosting									
54151E COM	ImageTrend, Inc.	Elite_Host100000	ImageTrend Elite Annual Hosting	Hosting services for Elite EMS or Elite Rescue, 99.9% uptime	Each	100,000	100,000+	$20,947.10	Standard commercial Warranty
ImageTrend Elite EMS Software as a Service									
54151E COM	ImageTrend, Inc.	EMS_SaaS1	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	1	1,249	$1,994.96	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	EMS_Saas1250	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	1,250	2,499	$2,992.44	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	EMS_SaaS2500	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	2,500	3,999	$3,989.92	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	EMS_SaaS4000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	4,000	9,999	$4,987.41	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	EMS_SaaS10000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	10,000	14,999	$4,987.41	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	EMS_SaaS15000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	15,000	19,999	$4,987.41	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	EMS_SaaS20000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	20,000	29,999	$4,987.41	Standard commercial Warranty

54151E COM	ImageTrend, Inc.	EMS_SaaS30000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	30,000	39,999	$4,987.41	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	EMS_SaaS40000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	40,000	49,999	$4,987.41	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	EMS_SaaS50000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	50,000	59,999	$4,987.41	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	EMS_SaaS60000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	60,000	69,999	$4,987.41	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	EMS_SaaS70000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	70,000	79,999	$4,987.41	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	EMS_SaaS80000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	80,000	89,999	$4,987.41	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	EMS_SaaS90000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	90,000	99,999	$4,987.41	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	EMS_SaaS100000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	100,000	100,000+	$4,987.41	Standard commercial Warranty
ImageTrend Elite Rescue Software as a Service									
54151E COM	ImageTrend, Inc.	Rescue_SaaS_1	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	1	1,249	$2.24	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	Rescue_SaaS_1250	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	1,250	2,499	$2.24	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	Rescue_SaaSs_2500	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	2,500	3,999	$2.24	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	Rescue_SaaS_4000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	4,000	9,999	$2.24	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	Rescue_SaaS_10000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	10,000	14,999	$2.24	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	Rescue_SaaS_15000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	15,000	19,999	$2.24	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	Rescue_SaaS_20000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	20,000	29,999	$2.24	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	Rescue_SaaS_30000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	30,000	39,999	$2.24	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	Rescue_SaaS_40000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	40,000	49,999	$2.24	Standard commercial Warranty

54151E COM	ImageTrend, Inc.	Rescue_SaaS_50000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	50,000	59,999	$2.24	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	Rescue_SaaS_60000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	60,000	69,999	$2.24	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	Rescue_SaaS_70000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	70,000	79,999	$2.24	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	Rescue_SaaS_80000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	80,000	89,999	$2.24	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	Rescue_SaaS_90000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	90,000	99,999	$2.24	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	Rescue_SaaS_100000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	100,000	100,000+	$2.24	Standard commercial Warranty
ImageTrend Elite Rescue Software as a Service Implementation									
54151E COM	ImageTrend, Inc.	Resc_SaaS_Imp1	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	1	1,249	$2,493.70	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	Resc_SaaS_Imp1250	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	1,250	2,499	$3,491.18	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	Resc_SaaS_Imp2500	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	2,500	3,999	$4,488.66	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	Resc_SaaS_Imp4000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	4,000	9,999	$6,982.37	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	Resc_SaaS_Imp10000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	10,000	14,999	$6,982.37	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	Resc_SaaS_Imp15000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	15,000	19,999	$6,982.37	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	Resc_SaaS_Imp20000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	20,000	29,999	$6,982.37	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	Resc_SaaS_Imp30000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	30,000	39,999	$6,982.37	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	Resc_SaaS_Imp40000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	40,000	49,999	$6,982.37	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	Resc_SaaS_Imp50000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	50,000	59,999	$6,982.37	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	Resc_SaaS_Imp60000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	60,000	69,999	$6,982.37	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	Resc_SaaS_Imp70000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	70,000	79,999	$6,982.37	Standard commercial Warranty

54151E COM	ImageTrend, Inc.	Resc_SaaS_Imp80000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	80,000	89,999	$6,982.37	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	Resc_SaaS_Imp90000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	90,000	99,999	$6,982.37	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	Resc_SaaS_Imp100000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	100,000	100,000+	$6,982.37	Standard commercial Warranty
ImageTrend Elite Field Annual Support									
54151E COM	ImageTrend, Inc.	Field_Sup60000	ImageTrend Elite Field Annual Support	Support Services for the Elite Field as defined in SLA	Each	60,000	69,999	9,092.19	Standard commercial Warranty
ImageTrend Elite EMS Software as a Service(annual support and hosting)									
54151E COM	ImageTrend, Inc.	EMS_SaaS_Sup1	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	1	1,249	$1.99	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	EMS_SaaS_Sup1250	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	1,250	2,499	$1.99	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	EMS_SaaS_Sup2500	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	2,500	3,999	$1.99	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	EMS_SaaS_Sup4000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	4,000	9,999	$1.99	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	EMS_SaaS_Sup10000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	10,000	14,999	$1.99	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	EMS_SaaS_Sup15000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	15,000	19,999	$1.99	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	EMS_SaaS_Sup20000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	20,000	29,999	$1.99	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	EMS_SaaS_Sup30000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	30,000	39,999	$1.99	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	EMS_SaaS_Sup40000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	40,000	49,999	$1.99	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	EMS_SaaS_Sup50000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	50,000	59,999	$1.99	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	EMS_SaaS_Sup60000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	60,000	69,999	$1.99	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	EMS_SaaS_Sup70000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	70,000	79,999	$1.99	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	EMS_SaaS_Sup80000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	80,000	89,999	$1.99	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	EMS_SaaS_Sup90000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	90,000	99,999	$1.99	Standard commercial Warranty
54151E COM	ImageTrend, Inc.	EMS_SaaS_Sup100000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	100,000	100,000+	$1.99	Standard commercial Warranty

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

AGENDA ITEM SUMMARY SHEET

Agenda of:3/30/2021

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Stivers Ford Lincoln Inc for one Ford F450 crew cab chassis.

General Fund.

Amount of Contract:
$47,223.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20210325 Stivers Agenda Package POs	Cover Memo	3/25/2021

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	3/25/2021 - 2:24 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.*

R E S O L U T I O N

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
4911	2021	(F7000) MOTOR POOL	2021 FORD F450 CREW CAB CHASSIS (AL STATE CONTRACT)	$47,223.00	(292393) STIVERS FORD LINCOLN INC

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

Adopted:

____
City Clerk

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================================================================================
  Bill To                                 |          Requisition 00004911-00  FY 2021
  ACCOUNTS PAYABLE                        |
  P O BOX 389                             |Acct No:
                                          |7000.40.20.0000.0000.2070.0000.0000.47120.
  MOBILE, AL                              |Review:
  36601                                   |Buyer:
  vendorinvoices@cityofmobile.org         |Status: Approved                  Page 1
================================================================================
  Vendor                                      Ship To
  STIVERS FORD LINCOLN INC                    MOTOR POOL
  4000 EASTERN BLVD                           745 BROAD STREET

                                              MOBILE, AL 36604
  MONTGOMERY, AL 36116                        CARTERD@CITYOFMOBILE.ORG

  Tel#334-613-5000                            Delivery Reference
      Fax 334-613-5018                        DIANE CARTER-MCCARTY

                                              Deliver To
                                              MOTOR POOL
                                              745 BROAD STREET

                                              MOBILE, AL 36604


--------------------------------------------------------------------------------
  Date        |Vendor |Date      |Ship        |          |
  Ordered     |Number |Required  |Via         |Terms     |Department
--------------------------------------------------------------------------------
  01/15/21    |292393 |          |                       |MOTOR POOL
--------------------------------------------------------------------------------
 LN Description / Account                         Qty     Unit Price     Net Price

001 SIGN BODY TRUCK AS SPECIFIED: 2021           1.00    47223.00000      47223.00
    OR NEWER  CREW CAB AND CHASSIS               EACH
    WITH DIESEL FUEL ENGINE. TO HAVE
    CAB TO XLE OF 62 INCHES, NO
    WARNING LIGHTS IN THE
    HEADLIGHT/TURN SIGNAL FIXTURES
    ON/IN THE FRONT.  VENDOR TO
    PROVIDE 2021 OR NEWER FORD F450
    CREW CAB CAB ABD CHASSIS WITH A
    GVW OF 16,500.  CHASSIS TO BE
    WHITE IN COLOR.  PRICE INCLUDES
    DELIVERY TO THE CITY OF MOBILE.
    PRICING TO BE AS PER STATE OF
    ALABAMA CONTRACT MA999000000114
    (T193A)  LINE 7  AND YOUR QUOTE
    DATED 3-3-2021  TITLE WORK TO BE
    SIGNED BY THE PURCHASING AGENT OF
    THE CITY OF MOBILE.
    Additional Description Notes
    -------------
    2021 FORD F450 CREW CAB AND CHASSIS WITH 10.5' SIGN BODY BED MOUNTED ON
    CHASSIS WITH DIESEL FUEL ENGINE. REQUESTED BY TRAFFIC ENGINEERING.

   1 7000.40.20.0000.0000.2070.0000.0000.47120.
     E MP02060   .VEHICLEEXP.          .                               47223.00
```

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================================================================================
  Bill To                                  |          Requisition 00004911-00  FY 2021
  ACCOUNTS PAYABLE                         |
  P O BOX 389                              |Acct No:
                                           |7000.40.20.0000.0000.2070.0000.0000.47120.
  MOBILE, AL                               |Review:
  36601                                    |Buyer:
  vendorinvoices@cityofmobile.org          |Status: Approved                    Page 2
================================================================================
  Vendor                                       Ship To
  STIVERS FORD LINCOLN INC                     MOTOR POOL
  4000 EASTERN BLVD                            745 BROAD STREET

                                               MOBILE, AL 36604
  MONTGOMERY, AL 36116                         CARTERD@CITYOFMOBILE.ORG

  Tel#334-613-5000                             Delivery Reference
      Fax 334-613-5018                         DIANE CARTER-MCCARTY

                                               Deliver To
                                               MOTOR POOL
                                               745 BROAD STREET

                                               MOBILE, AL 36604


--------------------------------------------------------------------------------
  Date        |Vendor |Date      |Ship       |          |
  Ordered     |Number |Required  |Via        |Terms     |Department
--------------------------------------------------------------------------------
  01/15/21    |292393 |          |                      |MOTOR POOL
--------------------------------------------------------------------------------
 LN Description / Account                         Qty     Unit Price     Net Price

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

    Deliver To
    MOTOR POOL
    745 BROAD STREET
    MOBILE, AL 36604
```

Requisition Link

```
                               Requisition Total                        47223.00

     ***** Project Ledger Summary Section *****
     Account                                            Amount  Remaining Budget
     E MP02060   .VEHICLEEXP.          .              47223.00           9393.93

     ***** General Ledger Summary Section *****
     Account                                            Amount  Remaining Budget
     7000.40.20.0000.0000.2070.0000.0000.47120.
                                                      47223.00
        MOTOR POOL EXP                 VEHICLE ACQ (GREATER $5000)

     ***** Approval/Conversion Info *****
     Activity  Date       Clerk                  Comment
     CCancelled02/17/21   JOHN PAINE               GL Allocation changed
     CCancelled03/25/21   JOHN PAINE               GL Allocation changed
     Approved  01/19/21   DIANE MCCARTY
```

Bill To	Requisition 00004911-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: 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
745 BROAD STREET

MOBILE, AL 36604
CARTERD@CITYOFMOBILE.ORG

Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/15/21	292393				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	02/17/21	DIANE MCCARTY			
	Approved	03/25/21	DIANE MCCARTY			
	Forward	03/22/21	HEATHER KIHYET	Automatic Forward to 9105paij		
	Approved	03/25/21	DONNA MICHELE STANLEY	Auto approved by: 9105paij		
	Approved	03/25/21	DONALD ROSE	Auto approved by: 9105paij		
	Approved	03/25/21	SANDRA LEWIS	Auto approved by: 9105paij		
	Approved	03/25/21	JOHN PAINE			

Authorized By: ______________________________ Date: ______________
Signature

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 200000000114** **NOT TO EXCEED AMOUNT:**

Begin Date:	01/21/2020	Procurement Folder:	839211
Expiration Date:	01/21/2022	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	03/19/21	Version Number:	5

CONTACT INFORMATION

REQUESTOR:	ISSUER:	BUYER:
Patrick Hemme	Patrick Hemme	Patrick Hemme
334-242-7173	334-242-7173	334-242-7173
Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA-TRUCK CHASSIS 8,600 - 18,999 GVWR
TRUCK CHASSIS 8,600 - 18,999 GVWR

Final

Ship To: **Bill To:**

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000042177: Stivers Ford Lincoln

4000 Eastern Boulevard

Montgomery AL 36116

Contact:

Billy Bruce
3346135000 EXT: 5056
Bbruce@Stiversonline.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	$23,547.000000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
8,600 TRUCK CHASSIS STANDARD CAB
TRUCK CHASSIS, 8,600 GVWR LATEST MODEL INCLUDING ALL STANDARD EQUIPMENT.
STANDARD CAB
WHEEL BASE: 131"-137" MINIMUM
CAB TO AXLE: 55" MINIMUM
SINGLE AXLE
GAS ENGINE: 300 HP MINIMUM
4 WHEEL ABS BRAKES
FULL HEADLINER WITH INSULATION.
AIR CONDITIONING FACTORY INSTALLED.
RADIO AM/FM WITH BLUETOOTH.
ALTERNATOR 120 AMP MINIMUM.
TRANSMISSION AUTOMATIC 5-SPEED MINIMUM.
MIRRORS, EXTERIOR CAMPER OR RECREATIONAL TYPE.
FUEL LINE KIT.

MAKE:__FORD__

MODEL:_F250 REGULAR CAB CHASSIS__

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	$9,946.000000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
DIESEL ENGINE UPGRADE
DIESEL ENGINE UPGRADE:

Final

MAKE:_FORD_

MODEL:_6.7L_

TO INCLDE TIRES TO MEET GVWR , TRANSMISSION AND FUEL TANK.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	$38,181.000000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
11,000 TRUCK CHASSIS CREW CAB
TRUCK CHASSIS, 11,000 GVWR LATEST MODEL INCLUDING ALL STANDARD EQUIPMENT.
EXTENDED CAB (4 DOOR)
WHEELBASE: 161"
CAB TO AXLE: 60" MINIMUM
SINGLE AXLE
DIESEL ENGINE: 300 HP MINIMUM
DUAL REAR WHEELS
4 WHEEL ABS BRAKES
6 PASSENGER SEATING
MINIMUM 35 GALLON FUEL TANK, DIESEL, ALUMINUM OR POLYPROPYLENE
DUAL AIR BAGS
FULL HEADLINER WITH INSULATION.
AIR CONDITIONING FACTORY INSTALLED.
RADIO AM/FM WITH BLUETOOTH.
ALTERNATOR 120 AMP MINIMUM.
MIRRORS, EXTERIOR CAMPER OR RECREATIONAL TYPE.
FUEL LINE KIT.

MAKE:_FORD_

MODEL:_F350 EXTENDED CAB CHASSIS_

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

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE

OPTION PACKAGE
OPTION PACKAGE:

AUTOMATIC TRANSMISSION WITH PTO PROVISION
$__ NO CHARGE__

FUEL LINE KIT, MUST BE ORDERED FOR FLAT OR UTILITY BODY.
$__NO CHARGE__

AGENCIES MAY OPT TO LEAVE ONE OR MORE OPTIONS OFF FROM THE PACKAGE. THE PO WILL REFLECT THE ACTUAL OPTIONS BEING PURCHASED.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	EA	$32,090.000000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
15,000 TRUCK CHASSIS STANDARD CAB
TRUCK CHASSIS, 15,000 GVWR LATEST MODEL INCLUDING ALL STANDARD EQUIPMENT.
STANDARD CAB
CAB TO AXLE: 60" MINIMUM
SINGLE AXLE
GAS ENGINE: 300 HP MINIMUM
DUAL REAR WHEELS
4 WHEEL ABS BRAKES
3 PASSENGER SEATING
DUAL AIR BAGS
CAB STEPS
FULL HEADLINER WITH INSULATION.
AIR CONDITIONING FACTORY INSTALLED.
RADIO AM/FM WITH BLUETOOTH.
ALTERNATOR 120 AMP MINIMUM.
TRANSMISSION, AUTOMATIC 5-SPEED MINIMUM.
MIRRORS, EXTERIOR CAMPER OR RECREATIONAL TYPE.
FUEL LINE KIT.

MAKE:_FORD__

MODEL:_F450 REGULAR CAB CHASSIS_

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0		$0.000000	$8,989.00			$8,989.00	$8,989.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
DIESEL ENGINE UPGRADE
DIESEL ENGINE UPGRADE:

DIESEL ENGINE:
MAKE:__FORD___
MODEL:_6.7L_
$_8571.00_

END OF FRAME CONNECTION WIRING FOR BODIES.
$_NO CHARGE__

40-GALLON FUEL TANK, DIESEL ALUMINUM OR POLYPROPYLENE.
$_NO CHARGE_

AGENCIES MAY OPT TO LEAVE ONE OR MORE OPTIONS OFF FROM THE PACKAGE. THE PO WILL REFLECT THE ACTUAL OPTIONS BEING PURCHASED.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	EA	$34,987.000000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
16,500 TRUCK CHASSIS CREW CAB

TRUCK CHASSIS, 16,500 GVWR LATEST MODEL INCLUDING ALL STANDARD EQUIPMENT.
CREW CAB
CAB TO AXLE: 60" MINIMUM
SINGLE AXLE
GAS ENGINE: 300 HP MINIMUM
DUAL REAR WHEELS
4 WHEEL ABS BRAKES
6 PASSENGER SEATING
DUAL AIR BAGS
CAB STEPS
FULL HEADLINER WITH INSULATION.
AIR CONDITIONING FACTORY INSTALLED.
RADIO AM/FM WITH BLUETOOTH.
ALTERNATOR 120 AMP MINIMUM.
MIRRORS, EXTERIOR CAMPER OR RECREATIONAL TYPE WITH 5" CONVEX SPOT MIRRORS.
FUEL LINE KIT.

MAKE:_FORD_

MODEL:_F450 CREW CAB CHASSIS__

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0		$0.000000	$8,989.00			$8,989.00	$8,989.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
OPTION PACKAGE
OPTION PACKAGE:

Final

DIESEL ENGINE:
MAKE:_FORD__
MODEL:_6.7L_
$_8571.00_

AUTOMATIC TRANSMISSION 5-SPEED MINIMUM.
$_NO CHARGE__

FUEL TANK, DIESEL ALUMINUM OR POLYPROPYLENE.
$_NO CHARGE__

AGENCIES MAY OPT TO LEAVE ONE OR MORE OPTIONS OFF FROM THE PACKAGE. THE PO WILL REFLECT THE ACTUAL OPTIONS BEING PURCHASED.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0	EA	$29,034.000000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
11,000 TRUCK CHASSIS CREW CAB
TRUCK CHASSIS, 11,000 GVWR LATEST MODEL INCLUDING ALL STANDARD EQUIPMENT.
CREW CAB
WHEEL BASE: 171.5" MINIMUM
CAB TO AXLE: 60" MINIMUM
SINGLE AXLE
GAS ENGINE: 300 HP MINIMUM
4 WHEEL ABS BRAKES
FULL HEADLINER WITH INSULATION.
AIR CONDITIONING FACTORY INSTALLED.
RADIO AM/FM WITH BLUETOOTH.
ALTERNATOR 120 AMP MINIMUM.
TRANSMISSION AUTOMATIC 5-SPEED MINIMUM.
MIRRORS, EXTERIOR CAMPER OR RECREATIONAL TYPE.
FUEL LINE KIT.

MAKE:_FORD__

MODEL:_F350 CREW CAB_

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

COMMODITY / SERVICE INFORMATION

10	0	EA	$9,839.000000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
DIESEL ENGINE UPGRADE
DIESEL ENGINE UPGRADE:

MAKE:_FORD_

MODEL:_6.7L_

TO INCLUDE TIRES TO MEET GVWR , TRANSMISSION AND FUEL TANK.

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

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
OPTIONS
OPTIONS: TO BE BILLED AT DEALER INVOICE PRICING.

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

Approved: Michael A. Jones

Purchasing Director

Final

APPROVALS

Date	Status Before	Status After	Approver

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

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

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

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

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

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

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

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

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

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

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

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

Certification Pursuant to Act no. 2006-557

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

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

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

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

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

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

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

Non-appropriation of funds

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

Proration

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

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

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

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

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

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

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

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

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

Alabama Preferred Vendor
A "Preferred Vendor" shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.
Priority 1. Produces or manufacturers the product within the State.
Priority 2. Has an assembly plant or distribution facility for the product within the State.
Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

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

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

PURPOSE:

THE PURPOSE OF THIS RFB IS TO ESTABLISH A STATEWIDE CONTRACT FOR CURRENT MODEL YEAR TRUCK CHASSIS 8600LBS to 18,999LBS..

IN ADDITION TO THE STATE OF ALABAMA AGENCIES, THIS CONTRACT WILL ALSO BE MADE AVAILABLE TO OTHER LOCAL GOVERNMENT ENTITIES SUCH AS COUNTIES, CITIES, SCHOOLS, ETC.

MANDATORY PRE-BID MEETING:

THERE WILL BE A MANDATORY PRE-BID MEETING HELD ON JULY 9, 2019 AT 9:00AM AT THE STATE OF ALABAMA DIVISION OF PURCHASING AUDITORIUM LOCATED AT THE RSA UNION BUILDING, 100 N. UNION ST. SUITE 192, MONTGOMERY AL 36104.

FAILURE TO HAVE A REPRESENTATIVE OF YOUR FIRM ATTEND THE MANDATORY PRE-BID MEETING WILL RESULT IN THE REJECTION OF YOUR RFB.

ALL QUESTIONS PERTAINING TO THIS RFB MUST BE SUBMITTED EITHER PRIOR OR DURING THE MANDATORY PRE-BID MEETING. ALL QUESTIONS WILL BE ANSWERED DURING THE PRE-BID MEETING.

AFTER THE PRE-BID MEETING HAS CONCLUDED, NO FURTHER QUESTIONS WILL BE ALLOWED.

AWARD:

AWARD WILL BE MADE BY COMMODITY GROUPING IN ACCORDANCE WITH THE LIFE CYCLE COST EVALUATION TO THE TO THE LOWEST RESPONSIBLE BIDDER MEETING ALL SPECIFICATIONS.

AWARDED VENDOR MUST BE LOCATED IN ALABAMA AND ALL INSTALLATIONS MUST BE PERFORMED IN MONTGOMERY UNLESS ARRANGEMENTS ARE MADE BY THE VENDOR AND THE AGENCY.

FREIGHT:

BID IS F.O.B. DESTINATION. ANY FREIGHT CHARGES MUST BE INCLUDED IN THE BID PRICES.

CONTRACT PERIOD:

ESTABLISH A 12 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A SECOND, THIRD, FOURTH, AND FIFTH 12 MONTH PERIOD WITH THE SAME PRICING, TERMS AND CONDITIONS. THE SECOND, THIRD, FOURTH, OR FIFTH 12 MONTH PERIOD, IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE FIRST, SECOND, THIRD, OR FOURTH 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE EXTENSION MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH PERIOD.

REQUESTED INFORMATION:

ANY ADDITIONAL INFORMATION REQUESTED FROM A VENDOR MUST BE FURNISHED WITHIN FIVE (5) BUSINESS DAYS FROM RECEIPT OF REQUEST.

QUANTITY:

THE QUANTITY TO BE PURCHASED FROM THIS CONTRACT IS UNKNOWN AND THE STATE MAKES NO GUARANTEE THAT ANY CERTAIN QUANTITY WILL BE PURCHASED.

PRICING:

ALL PRICING MUST BE FIRM. ORDERING AGENCY WILL CALL TO GET A QUOTE FROM CONTRACT VENDOR. VENDOR WILL PROVIDE PRICE QUOTE BY GIVING CURRENT MANUFACTURER CATALOG LIST PRICE LESS CONTRACT PERCENTAGE DISCOUNT

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

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

October, November, December – Due by January 20th

January, February, March – Due by April 20th

April, May, June – Due by July 20th

July, August, September – Due by October 20th

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

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

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

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

PRICING INCREASE

AT THE RENEWAL OF EACH CONTRACT PERIOD, UP TO A 5% PRICE INCREASE MAY BE ALLOWED, IF AGREED UPON BY BOTH THE CONTRACT VENDOR AND THE STATE OF ALABAMA. THE REQUEST FOR A PRICE INCREASE MUST HAVE JUSTIFIABLE PROOF IN WRITING AND MUST BE SUBMITTED TO THE STATE OF ALABAMA AT THE START OF THE CONTRACT RENEWAL PROCESS TO EXTEND THE CONTRACT FOR AN ADDITIONAL 12 MONTH PERIOD**. JUSTIFIABLE PROOF MAY BE COPIES OF MSRPs SHOWING A PRICE INCREASE IN THE NEW MODEL'S PRICE OVER THE CURRENT MODEL'S PRICE, OR COPIES OF THE MANUFACTURER'S MATERIAL COST SHEETS OF THE NEW MODEL OVER THE MANUFACTURER'S MATERIAL COST SHEETS OF THE CURRENT MODEL SHOWING AN INCREASE IN MATERIAL COST RESULTING IN A PRICE INCREASE IN THE NEW YEAR'S MODEL.** ANY PRICE INCREASE ALLOWED WILL BE BASED ON A PERCENTAGE DIFFERENCE OF THE CONTRACT PRICE IN EFFECT AT THE START OF THE CONTRACT RENEWAL PROCESS AND MUST NOT EXCEED 5%. ANY PRICE RESULTING FROM AN AGREED UPON INCREASE, MUST BE FIRM FOR THE 12 MONTH PERIOD OF THE CONTRACT.

ELECTRONIC PAYMENT

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

TRUCK CHASSIS GVWR 8,600 – 18,999 LBS.

CHASSIS CONTRACT PRICE INCLUDES:

1. DELIVERY TO DEALERSHIP LOCATION OR DROP SHIPPED TO THE SPECIFIED BODY VENDOR'S LOCATION WITHIN 150 DAYS OF THE ORDER.

2. PRE-DELIVERY SERVICE OF THE CHASSIS.

3. ALL TITLE FEES, AS WELL AS ALL OTHER CHARGES: VENDOR MUST FURNISH AND DELIVER THE PREPAID CERTIFICATE OF TITLE IN THE NAME OF THE AGENCY AS SPECIFIED ON THE PURCHASE ORDER. TITLE SHALL CHANGE UPON ACCEPTANCE OF THE VEHICLE BY THE AGENCY.

4. WARRANTY CARD AND SERVICE POLICY MUST BE DELIVERED TO THE AGENCY WHEN INVOICING FOR PAYMENT. WARRANTY SHALL GO INTO EFFECT WHEN THE VEHICLE IS PUT INTO SERVICE.

5. DELIVERY DEADLINES MAY BE EXTENDED DUE TO COMPONENT AVAILABILITY. VENDORS MUST NOTIFY STATE PURCHASING, IN WRITING IN THE EVENT OF DELAYS DUE TO MANUFACTURER PRODUCTION.

REQUIRED STEPS TO FOLLOW:

1. STATE PLACES ORDER FOR TRUCK AND PURCHASE ORDER IS ISSUED TO THE CHASSIS DEALER WITH COMPLETE SPECIFICATION TO INCLUDE THE WHERE THE CHASSIS IS TO BE FOB DROP SHIP WHEN A BODY IS BEING INSTALLED OR IF NO DROP SHIP IS SPECIFIED ON THE PO THEN TRUCK IS TO BE DELIVERED FOB TO CHASSIS VENDOR'S LOCATION AND THE STATE WILL PICKUP WHEN NOTIFIED BY THE CHASSIS DEALER.

2. WHEN THE CHASSIS DEALER IS REQUIRED TO DROP SHIP TO THE BODY VENDOR IT IS THE RESPONSIBILITY OF THE CHASSIS DEALER TO NOTIFY BY EMAIL THE IMPENDING ARRIVAL DATE OF THE CHASSIS TO THE AGENCY. IT WILL BE THE ORDERING AGENCY RESPONSIBILITY TO NOTIFY THE BODY VENDOR OF THE DATE. THIS INFORMATION SHALL BE PROVIDED AT LEAST 60 DAYS PRIOR TO ARRIVAL.

3. WHEN THE CHASSIS IS RECEIVED AT THE BODY VENDOR'S LOCATION IT SHALL BE THE RESPONSIBILITY OF THE BODY VENDOR TO EMAIL THE AGENCY WITHIN 12 NORMAL WORKING HOURS OF RECEIPT OF THE CHASSIS IF THE VEHICLE MEETS SPECIFICATIONS OF THE ORDER. IF THERE ARE DEVIATIONS IN THE SPECIFICATIONS TO INCLUDE PRE-DELIVERY SERVICE, VISABLE SPECIFICATIONS, VISIBLE DAMAGE OR EXCEPTIONS TO THE ORDER, IE: TIRE SIZE, SPARE RIMS, AND OR TIRES, RADIO, SPECIAL LIGHTING, PTO UNIT AND OTHER REMOVABLE ITEMS THE BODY VENDOR MUST NOTIFY THE AGENCY WITHIN 4 HOURS BY EMAIL.

4. BODY VENDOR IS TO HAVE BODY READY TO INSTALL AND TO TAKE NO MORE THAN 90 DAYS IN WHICH TO DELIVER THE COMPLETED UNIT TO THE ORDERING AGENCY.

5. FAILURE OF THE BODY VENDOR TO DELIVER WITHIN THE SPECIFIED 90 DAYS SHALL INCUR A PENALTY OF LIQUIDATED DAMAGES HEREIN SPECIFIED AT THE RATE THAT THE DEPT. OF TRANSPORTATION CHARGES TO ALL ITS DIVISIONS BASED ON THEIR DOT RENTAL AND DEPRECIATION SCHEDULE.

6. IF THE BODY VENDOR FAILS TO PERFORM/DELIVER OR THE UNITS ARE NOT WITHIN THE GUIDE LINES OF THE SPECIFICATIONS AND IS A CHRONIC CONDITION, THE STATE OF ALABAMA MAY TERMINATE THE BODY VENDOR'S CONTRACT AFTER

THREE DOCUMENTED OCCURANCES AND EXCERSISE THE PERFORMANCE BOND FOR LIQUIDATED DAMAGES INCURRED BY THE STATE.

FEDERALLY MANDATED COMPONENT:

VENDORS MAY PASS ON DEALER INVOICE COST OF ANY FEDERALLY MANDATED ADDITIONAL COMPONENTS REQUIRED DURING THE CONTRACT PERIOD. DOCUMENTATION OF INCREASED COST MUST BE PROVIDED TO STATE PURCHASING IN WRITING.

NEW EQUIPMENT:

ALL EQUIPMENT MUST BE NEW AND UNUSED AND ACCEPTABLE BY THE ORIGINAL EQUIPMENT MANUFACTURER FOR THEIR MAINTENANCE.

COLOR:

MANUFACTURER STANDARD FACTORY WHITE WITH MATCHING INTERIOR, UNLESS OTHERWISE STATED ON PURCHASE ORDER.

ALL VEHICLES WILL COME EQUIPPED WITH ALL STANDARD EQUIPMENT AND ACCESSORIES PLUS OPTIONS AS SHOWN AND ALL EQUIPMENT WILL BE FACTORY INSTALLED UNLESS OTHERWISE INDICATED AND AUTHORIZED. THE STATE OF ALABAMA WILL AUTHORIZE THE USE OF MANUFACTURER CERTIFIED UPFITTERS.

ALL VEHICLES/BODIES MUST MEET ALL FEDERAL ICC REGULATIONS. EX. FLAT AND FLAT DUMPS MUST BE EQUIPPED WITH IMPACT BUMPERS.

ALL ADDITIONAL OPTIONS SHALL BE PRICED AT DEALER COST PLUS THE PERCENTAGE MARK-UP.

WARRANTY INFORMATION:

CHASSIS SHALL BE WARRANTIED FOR A MINIMUM OF 24 MONTHS OR 24,000 MILES. ENGINE AND DRIVETRAIN SHALL BE WARRANTED FOR A MINIMUM OF 5 YEARS OR 100,000 MILES. WARRANTY SHALL COVER ALL PARTS, LABOR AND FREIGHT COST ASSOCIATED WITH REPAIRS AND OR REPLACEMENT OF DEFECTIVE EQUIPMENT. DEALERS WILL BE RESPONSIBLE FOR TRANSPORTING TO SUB-VENDORS FOR REPAIRS WHILE VEHICLE IS UNDER WARRANTY AND EXTENDED WARRANTY. ACCIDENTS, MISUSE AND NEGLIGENCE ARE NOT COVERED BY THIS WARRANTY. THE WARRANTY SHALL COMMENCE ON THE DATE OF THE EQUIPMENT IS PUT INTO SERVICE BY THE USING AGENCY. VENDOR WILL USE WHATEVER MEANS REQUIRED TO FACILITATE THIS WARRANTY AND WILL INSURE TOTAL SATISFACTORY PERFORMANCE TO THE USING AGENCY.

ADDITIONAL INFO ADDED TO SPECIFICATIONS:

WIRING TO RUN TO THE END OF CHASSIS FRAME ON 15,000 < GVW

CHASSIS IS TO COME WITH ONE SPARE TIRE & FACTORY RIM.

ALL NEW CHASSIS TRUCKS TO COME WITH A MINIMUM OF AN AUTOMATIC 5-SPEED TRANSMISSION.

CAB ASSIST STEPS ARE TO BE BLACK RECTANGULAR WITH STEP INSERTS.

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 200000000116

NOT TO EXCEED AMOUNT:

Begin Date:	01/21/2020	Procurement Folder:	839211
Expiration Date:	01/21/2022	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	01/26/21	Version Number:	5

CONTACT INFORMATION

REQUESTOR:	**ISSUER:**	**BUYER:**
Patrick Hemme	Patrick Hemme	Patrick Hemme
334-242-7173	334-242-7173	334-242-7173
Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA-TRUCK CHASSIS 8,600 - 18,999 GVWR
TRUCK CHASSIS 8,600 - 18,999 GVWR

Final

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000049975: Tallassee Automotive Inc.

1618 Gilmer Avenue

Tallassee AL 36078

Contact:

BRUCE BROWN
3342836815
BBROWN@TALLASSEEAUTOMOTIVE.COM

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	$37,417.000000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
11,000 TRUCK CHASSIS CREW CAB
TRUCK CHASSIS, 11,000 GVWR LATEST MODEL INCLUDING ALL STANDARD EQUIPMENT.
CREW CAB
CAB TO AXLE: 55" MINIMUM
SINGLE AXLE
DIESEL ENGINE: 300 HP MINIMUM
DUAL REAR WHEELS
4 WHEEL ABS BRAKES
6 PASSENGER SEATING
35 GALLON FUEL TANK, DIESEL, ALUMINUM OR POLYPROPYLENE
DUAL AIR BAGS
FULL HEADLINER WITH INSULATION.
AIR CONDITIONING FACTORY INSTALLED.
RADIO AM/FM WITH BLUETOOTH.
ALTERNATOR 120 AMP MINIMUM.
TRANSMISSION AUTOMATIC 5-SPEED MINIMUM.
MIRRORS, EXTERIOR CAMPER OR RECREATIONAL TYPE.
FUEL LINE KIT.

MAKE:_RAM__

MODEL:_3500 Crew Cab TRADESMAN 2 WD D23L92_

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	$38,361.000000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
11,000 TRUCK CHASSIS CREW CAB
TRUCK CHASSIS, 11,000 GVWR LATEST MODEL INCLUDING ALL STANDARD EQUIPMENT.
CREW CAB
CAB TO AXLE: 59" MINIMUM
SINGLE AXLE
DIESEL ENGINE: 300 HP MINIMUM
DUAL REAR WHEELS
4 WHEEL ABS BRAKES
6 PASSENGER SEATING
40 GALLON FUEL TANK, DIESEL, ALUMINUM OR POLYPROPYLENE
DUAL AIR BAGS
FULL HEADLINER WITH INSULATION.
AIR CONDITIONING FACTORY INSTALLED.
RADIO AM/FM WITH BLUETOOTH.
ALTERNATOR 120 AMP MINIMUM.
MIRRORS, EXTERIOR CAMPER OR RECREATIONAL TYPE.
FUEL LINE KIT.

MAKE:_RAM_

MODEL:_3500 Crew Cab & CN TRADESAN 2WD DD3L93_

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

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
OPTION PACKAGE
OPTION PACKAGE:

AUTOMATIC TRANSMISSION WITH PTO PROVISION
$_161.00__
.
FUEL LINE KIT, MUST BE ORDERED FOR FLAT OR UTILITY BODY.
$_STANDARD__

AGENCIES MAY OPT TO LEAVE ONE OR MORE OPTIONS OFF FROM THE PACKAGE. THE PO WILL REFLECT THE ACTUAL OPTIONS BEING PURCHASED.

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	$35,372.000000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
11,000 TRUCK CHASSIS STANDARD CAB
TRUCK CHASSIS, 11,000 GVWR LATEST MODEL INCLUDING ALL STANDARD EQUIPMENT.
STANDARD CAB
WHEELBASE: 137" MINIMUM
CAB TO AXLE: 60" MINIMUM
SINGLE AXLE
DIESEL ENGINE: 300 HP MINIMUM
DUAL REAR WHEELS
4 WHEEL ABS BRAKES
3 PASSENGER SEATING
40 GALLON FUEL TANK, DIESEL, ALUMINUM OR POLYPROPYLENE
DUAL AIR BAGS
FULL HEADLINER WITH INSULATION.
AIR CONDITIONING FACTORY INSTALLED.
RADIO AM/FM WITH BLUETOOTH.
ALTERNATOR 120 AMP MINIMUM.
TRANSMISSION, AUTOMATIC 5-SPEED MINIMUM.
MIRRORS, EXTERIOR CAMPER OR RECREATIONAL TYPE.
FUEL LINE KIT.

MAKE:_RAM_

MODEL:_3500 Reg Cab TRADESMAN 2 WD DD3L63 _

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0		$0.000000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
OPTION PACKAGE
OPTION PACKAGE:

TRANSMISSION, AUTOMATIC WITH PTO PROVISION.
$_161.00__

AGENCIES MAY OPT TO LEAVE ONE OR MORE OPTIONS OFF FROM THE PACKAGE. THE PO WILL REFLECT THE ACTUAL OPTIONS BEING PURCHASED.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	EA	$33,143.000000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
15000 TRUCK CHASSIS CREW CAB
TRUCK CHASSIS, 15,000 GVWR LATEST MODEL INCLUDING ALL STANDARD EQUIPMENT.
CREW CAB
CAB TO AXLE: 60" MINIMUM
SINGLE AXLE
GAS ENGINE: 300 HP MINIMUM
DUAL REAR WHEELS
4 WHEEL ABS BRAKES
6 PASSENGER SEATING
40 GALLON FUEL TANK, ALUMINUM OR POLYPROPYLENE
DUAL AIR BAGS
FULL HEADLINER WITH INSULATION.
AIR CONDITIONING FACTORY INSTALLED.
RADIO AM/FM WITH BLUETOOTH.
ALTERNATOR 120 AMP MINIMUM.
MIRRORS, EXTERIOR CAMPER OR RECREATIONAL TYPE.
FUEL LINE KIT.

MAKE:_RAM__

MODEL:_4500 Crew Cab TRADESMAN 2WD DP4L93__

COMMODITY / SERVICE INFORMATION

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

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
OPTION PACKAGE
OPTION PACKAGE:

TUBELESS TIRES, TO MEET GVWR, SET 0F 7 WITH DISC RIMS.
$_INCLUDED__

FUEL LINE KIT, MUST BE ORDERED FOR FLAT OR UTILITY BODY.
$_STANDARD_

CAB STEPS
$_449.00__

AGENCIES MAY OPT TO LEAVE ONE OR MORE OPTIONS OFF FROM THE PACKAGE. THE PO WILL REFLECT THE ACTUAL OPTIONS BEING PURCHASED.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	EA	$42,191.000000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
15000 TRUCK CHASSIS CREW CAB
TRUCK CHASSIS, 15,000 GVWR LATEST MODEL INCLUDING ALL STANDARD EQUIPMENT.
CREW CAB
CAB TO AXLE: 60" MINIMUM
SINGLE AXLE
DIESEL ENGINE: 300 HP MINIMUM
DUAL REAR WHEELS
4 WHEEL ABS BRAKES
6 PASSENGER SEATING
40 GALLON FUEL TANK, DIESEL, ALUMINUM OR POLYPROPYLENE
DUAL AIR BAGS
CAB STEPS
FULL HEADLINER WITH INSULATION.
AIR CONDITIONING FACTORY INSTALLED.
RADIO AM/FM WITH BLUETOOTH.
ALTERNATOR 120 AMP MINIMUM.
MIRRORS, EXTERIOR CAMPER OR RECREATIONAL TYPE WITH CONVEX 5" SPOT.
FUEL LINE KIT.

MAKE:_RAM_

MODEL: Crew Cab TRADESMAN 2WD DP4L93_

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0		$0.000000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
OPTION PACKAGE
OPTION PACKAGE:

TRANSMISSION, AUTOMATIC WITH PTO PROVISION.
$_161.00__

END OF FRAME CONNECTION WIRING FOR BODIES.
$_STANDARD__

AGENCIES MAY OPT TO LEAVE ONE OR MORE OPTIONS OFF FROM THE PACKAGE. THE PO WILL REFLECT THE ACTUAL OPTIONS BEING PURCHASED.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	EA	$34,532.000000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE

17,500 TRUCK CHASSIS CREW CAB
TRUCK CHASSIS, 17,500 GVWR LATEST MODEL INCLUDING ALL STANDARD EQUIPMENT.
CREW CAB
CAB TO AXLE: 60" MINIMUM
SINGLE AXLE
GAS ENGINE: 300 HP MINIMUM
DUAL REAR WHEELS
4 WHEEL ABS BRAKES
6 PASSENGER SEATING
40 GALLON FUEL TANK, DIESEL, ALUMINUM OR POLYPROPYLENE.
DUAL AIR BAGS
CAB STEPS
FULL HEADLINER WITH INSULATION.
AIR CONDITIONING FACTORY INSTALLED.
RADIO AM/FM WITH BLUETOOTH.
ALTERNATOR 120 AMP MINIMUM.
MIRRORS, EXTERIOR CAMPER OR RECREATIONAL TYPE MIRRORS.
FUEL LINE KIT.

MAKE:_RAM_

MODEL:_5500 Crew Cab TRADESMAN 2WD DP5L93_

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	EA	$31,592.000000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
17,500 TRUCK CHASSIS STANDARD CAB
TRUCK CHASSIS, 17,500 GVWR LATEST MODEL INCLUDING ALL STANDARD EQUIPMENT.
STANDARD CAB
CAB TO AXLE: 60" MINIMUM
SINGLE AXLE
GAS ENGINE: 300 HP MINIMUM
DUAL REAR WHEELS
4 WHEEL ABS BRAKES
3 PASSENGER SEATING
40 GALLON FUEL TANK, ALUMINUM OR POLYPROPYLENE.
DUAL AIR BAGS
CAB STEPS
FULL HEADLINER WITH INSULATION.
AIR CONDITIONING FACTORY INSTALLED.
RADIO AM/FM WITH BLUETOOTH.
ALTERNATOR 120 AMP MINIMUM.
MIRRORS, EXTERIOR CAMPER OR RECREATIONAL TYPE WITH 5" CONVEX MIRRORS.
FUEL LINE KIT.

MAKE:_RAM_

MODEL:_5500 Regular Cab TRADESMAN 2WD DP5L63_

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0		$0.000000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
OPTION PACKAGE
OPTION PACKAGE:

END OF FRAME CONNECTION WIRING FOR BODIES.
$_STANDARD_

AGENCIES MAY OPT TO LEAVE ONE OR MORE OPTIONS OFF FROM THE PACKAGE. THE PO WILL REFLECT THE ACTUAL OPTIONS BEING PURCHASED.

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

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE

Final

COMMODITY / SERVICE INFORMATION

OPTIONS:
OPTIONS: TO BE BILLED AT DEALER INVOICE PRICING.

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

Approved:

Purchasing Director

APPROVALS			
Date	**Status Before**	**Status After**	**Approver**

Final

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

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

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

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

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

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

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

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

Bid number not on envelope/package/box
Bid responses with multiple bid numbers in same envelope not properly identified
Bid responses received late
Bid responses not signed/not original signature
Bid responses not notarized/not original signature of notary and/or notary expiration
Bidder notarized own signature
Required information not submitted with bid response
Failure to submit the original bid and a complete exact copy
Bid response received from non-subscribed/expired vendor (Effective March 1, 2021 Subscriptions will no longer be required)

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

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

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

Certification Pursuant to Act no. 2006-557

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

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

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

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

Vendor Registration and Subscription Fee (Effective March 1, 2021 Subscriptions will no longer be required)
Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, https://procurement.staars.alabama.gov. Vendors wishing to respond to Requests for Bids (RFB) opening prior to March 1, 2021 must be subscribed. Once registered, you may subscribe by clicking the "Pay Subscription Fee" link at the top of the VSS home page. Payments must be made by credit or debit card.

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

In the event a vendor fails to provide its VSS-assigned vendor number or provides an incorrect number, the State reserves the right to clarify this information with the vendor. Failure of the vendor to provide the requested clarification within five (5) calendar days may result in the vendor's response being rejected as non-responsive. A vendor's subscription must be maintained throughout the term on an active contract, to include any renewal periods. (Effective March 1, 2021 Subscriptions will no longer be required.)
Communication during Solicitation Process
There shall be no communication between vendors and the State agency requisitioning the good(s) or service(s) from the time the solicitation is published until the award is posted as final. Unless stated elsewhere in the solicitation, any communications, either written, oral, or electronic between the Vendor and the requisitioning State agency must come through the Division of Purchasing buyer administering the solicitation. Failure to abide by this term and condition may result in disciplinary actions up to debarment.

Non-appropriation of funds

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

Proration

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

Intent to Award

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

Alternate Bid Response

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

Internet Website Link’s

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

Product Delivery, Receiving and Acceptance

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

Sales Tax Exemption

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

Invoices

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

Bid Reponses and Bid Results

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

Foreign Corporation – Certificate of Authority

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

Alabama Preferred Vendor

A “Preferred Vendor” shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.
Priority 1. Produces or manufacturers the product within the State.
Priority 2. Has an assembly plant or distribution facility for the product within the State.
Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

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

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

PURPOSE:

THE PURPOSE OF THIS RFB IS TO ESTABLISH A STATEWIDE CONTRACT FOR CURRENT MODEL YEAR TRUCK CHASSIS 8600LBS to 18,999LBS..

IN ADDITION TO THE STATE OF ALABAMA AGENCIES, THIS CONTRACT WILL ALSO BE MADE AVAILABLE TO OTHER LOCAL GOVERNMENT ENTITIES SUCH AS COUNTIES, CITIES, SCHOOLS, ETC.

MANDATORY PRE-BID MEETING:

THERE WILL BE A MANDATORY PRE-BID MEETING HELD ON JULY 9, 2019 AT 9:00AM AT THE STATE OF ALABAMA DIVISION OF PURCHASING AUDITORIUM LOCATED AT THE RSA UNION BUILDING, 100 N. UNION ST. SUITE 192, MONTGOMERY AL 36104.

FAILURE TO HAVE A REPRESENTATIVE OF YOUR FIRM ATTEND THE MANDATORY PRE-BID MEETING WILL RESULT IN THE REJECTION OF YOUR RFB.

ALL QUESTIONS PERTAINING TO THIS RFB MUST BE SUBMITTED EITHER PRIOR OR DURING THE MANDATORY PRE-BID MEETING. ALL QUESTIONS WILL BE ANSWERED DURING THE PRE-BID MEETING.

AFTER THE PRE-BID MEETING HAS CONCLUDED, NO FURTHER QUESTIONS WILL BE ALLOWED.

AWARD:

AWARD WILL BE MADE BY COMMODITY GROUPING IN ACCORDANCE WITH THE LIFE CYCLE COST EVALUATION TO THE TO THE LOWEST RESPONSIBLE BIDDER MEETING ALL SPECIFICATIONS.

AWARDED VENDOR MUST BE LOCATED IN ALABAMA AND ALL INSTALLATIONS MUST BE PERFORMED IN MONTGOMERY UNLESS ARRANGEMENTS ARE MADE BY THE VENDOR AND THE AGENCY.

FREIGHT:

BID IS F.O.B. DESTINATION. ANY FREIGHT CHARGES MUST BE INCLUDED IN THE BID PRICES.

CONTRACT PERIOD:

ESTABLISH A 12 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A SECOND, THIRD, FOURTH, AND FIFTH 12 MONTH PERIOD WITH THE SAME PRICING, TERMS AND CONDITIONS. THE SECOND, THIRD, FOURTH, OR FIFTH 12 MONTH PERIOD, IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE FIRST, SECOND, THIRD, OR FOURTH 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE EXTENSION MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH PERIOD.

REQUESTED INFORMATION:

ANY ADDITIONAL INFORMATION REQUESTED FROM A VENDOR MUST BE FURNISHED WITHIN FIVE (5) BUSINESS DAYS FROM RECEIPT OF REQUEST.

QUANTITY:

THE QUANTITY TO BE PURCHASED FROM THIS CONTRACT IS UNKNOWN AND THE STATE MAKES NO GUARANTEE THAT ANY CERTAIN QUANTITY WILL BE PURCHASED.

PRICING:

ALL PRICING MUST BE FIRM. ORDERING AGENCY WILL CALL TO GET A QUOTE FROM CONTRACT VENDOR. VENDOR WILL PROVIDE PRICE QUOTE BY GIVING CURRENT MANUFACTURER CATALOG LIST PRICE LESS CONTRACT PERCENTAGE DISCOUNT

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

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

October, November, December – Due by January 20th

January, February, March – Due by April 20th

April, May, June – Due by July 20th

July, August, September – Due by October 20th

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

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

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

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

PRICING INCREASE

AT THE RENEWAL OF EACH CONTRACT PERIOD, UP TO A 5% PRICE INCREASE MAY BE ALLOWED, IF AGREED UPON BY BOTH THE CONTRACT VENDOR AND THE STATE OF ALABAMA. THE REQUEST FOR A PRICE INCREASE MUST HAVE JUSTIFIABLE PROOF IN WRITING AND MUST BE SUBMITTED TO THE STATE OF ALABAMA AT THE START OF THE CONTRACT RENEWAL PROCESS TO EXTEND THE CONTRACT FOR AN ADDITIONAL 12 MONTH PERIOD**. JUSTIFIABLE PROOF MAY BE COPIES OF MSRPs SHOWING A PRICE INCREASE IN THE NEW MODEL'S PRICE OVER THE CURRENT MODEL'S PRICE, OR COPIES OF THE MANUFACTURER'S MATERIAL COST SHEETS OF THE NEW MODEL OVER THE MANUFACTURER'S MATERIAL COST SHEETS OF THE CURRENT MODEL SHOWING AN INCREASE IN MATERIAL COST RESULTING IN A PRICE INCREASE IN THE NEW YEAR'S MODEL.** ANY PRICE INCREASE ALLOWED WILL BE BASED ON A PERCENTAGE DIFFERENCE OF THE CONTRACT PRICE IN EFFECT AT THE START OF THE CONTRACT RENEWAL PROCESS AND MUST NOT EXCEED 5%. ANY PRICE RESULTING FROM AN AGREED UPON INCREASE, MUST BE FIRM FOR THE 12 MONTH PERIOD OF THE CONTRACT.

ELECTRONIC PAYMENT

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

TRUCK CHASSIS GVWR 8,600 – 18,999 LBS.

CHASSIS CONTRACT PRICE INCLUDES:

1. DELIVERY TO DEALERSHIP LOCATION OR DROP SHIPPED TO THE SPECIFIED BODY VENDOR'S LOCATION WITHIN 150 DAYS OF THE ORDER.

2. PRE-DELIVERY SERVICE OF THE CHASSIS.

3. ALL TITLE FEES, AS WELL AS ALL OTHER CHARGES: VENDOR MUST FURNISH AND DELIVER THE PREPAID CERTIFICATE OF TITLE IN THE NAME OF THE AGENCY AS SPECIFIED ON THE PURCHASE ORDER. TITLE SHALL CHANGE UPON ACCEPTANCE OF THE VEHICLE BY THE AGENCY.

4. WARRANTY CARD AND SERVICE POLICY MUST BE DELIVERED TO THE AGENCY WHEN INVOICING FOR PAYMENT. WARRANTY SHALL GO INTO EFFECT WHEN THE VEHICLE IS PUT INTO SERVICE.

5. DELIVERY DEADLINES MAY BE EXTENDED DUE TO COMPONENT AVAILABILITY. VENDORS MUST NOTIFY STATE PURCHASING, IN WRITING IN THE EVENT OF DELAYS DUE TO MANUFACTURER PRODUCTION.

REQUIRED STEPS TO FOLLOW:

1. STATE PLACES ORDER FOR TRUCK AND PURCHASE ORDER IS ISSUED TO THE CHASSIS DEALER WITH COMPLETE SPECIFICATION TO INCLUDE THE WHERE THE CHASSIS IS TO BE FOB DROP SHIP WHEN A BODY IS BEING INSTALLED OR IF NO DROP SHIP IS SPECIFIED ON THE PO THEN TRUCK IS TO BE DELIVERED FOB TO CHASSIS VENDOR'S LOCATION AND THE STATE WILL PICKUP WHEN NOTIFIED BY THE CHASSIS DEALER.

2. WHEN THE CHASSIS DEALER IS REQUIRED TO DROP SHIP TO THE BODY VENDOR IT IS THE RESPONSIBILITY OF THE CHASSIS DEALER TO NOTIFY BY EMAIL THE IMPENDING ARRIVAL DATE OF THE CHASSIS TO THE AGENCY. IT WILL BE THE ORDERING AGENCY RESPONSIBILITY TO NOTIFY THE BODY VENDOR OF THE DATE. THIS INFORMATION SHALL BE PROVIDED AT LEAST 60 DAYS PRIOR TO ARRIVAL.

3. WHEN THE CHASSIS IS RECEIVED AT THE BODY VENDOR'S LOCATION IT SHALL BE THE RESPONSIBILITY OF THE BODY VENDOR TO EMAIL THE AGENCY WITHIN 12 NORMAL WORKING HOURS OF RECEIPT OF THE CHASSIS IF THE VEHICLE MEETS SPECIFICATIONS OF THE ORDER. IF THERE ARE DEVIATIONS IN THE SPECIFICATIONS TO INCLUDE PRE-DELIVERY SERVICE, VISABLE SPECIFICATIONS, VISIBLE DAMAGE OR EXCEPTIONS TO THE ORDER, IE: TIRE SIZE, SPARE RIMS, AND OR TIRES, RADIO, SPECIAL LIGHTING, PTO UNIT AND OTHER REMOVABLE ITEMS THE BODY VENDOR MUST NOTIFY THE AGENCY WITHIN 4 HOURS BY EMAIL.

4. BODY VENDOR IS TO HAVE BODY READY TO INSTALL AND TO TAKE NO MORE THAN 90 DAYS IN WHICH TO DELIVER THE COMPLETED UNIT TO THE ORDERING AGENCY.

5. FAILURE OF THE BODY VENDOR TO DELIVER WITHIN THE SPECIFIED 90 DAYS SHALL INCUR A PENALTY OF LIQUIDATED DAMAGES HEREIN SPECIFIED AT THE RATE THAT THE DEPT. OF TRANSPORTATION CHARGES TO ALL ITS DIVISIONS BASED ON THEIR DOT RENTAL AND DEPRECIATION SCHEDULE.

6. IF THE BODY VENDOR FAILS TO PERFORM/DELIVER OR THE UNITS ARE NOT WITHIN THE GUIDE LINES OF THE SPECIFICATIONS AND IS A CHRONIC CONDITION, THE STATE OF ALABAMA MAY TERMINATE THE BODY VENDOR'S CONTRACT AFTER

THREE DOCUMENTED OCCURANCES AND EXCERSISE THE PERFORMANCE BOND FOR LIQUIDATED DAMAGES INCURRED BY THE STATE.

FEDERALLY MANDATED COMPONENT:

VENDORS MAY PASS ON DEALER INVOICE COST OF ANY FEDERALLY MANDATED ADDITIONAL COMPONENTS REQUIRED DURING THE CONTRACT PERIOD. DOCUMENTATION OF INCREASED COST MUST BE PROVIDED TO STATE PURCHASING IN WRITING.

NEW EQUIPMENT:

ALL EQUIPMENT MUST BE NEW AND UNUSED AND ACCEPTABLE BY THE ORIGINAL EQUIPMENT MANUFACTURER FOR THEIR MAINTENANCE.

COLOR:

MANUFACTURER STANDARD FACTORY WHITE WITH MATCHING INTERIOR, UNLESS OTHERWISE STATED ON PURCHASE ORDER.

ALL VEHICLES WILL COME EQUIPPED WITH ALL STANDARD EQUIPMENT AND ACCESSORIES PLUS OPTIONS AS SHOWN AND ALL EQUIPMENT WILL BE FACTORY INSTALLED UNLESS OTHERWISE INDICATED AND AUTHORIZED. THE STATE OF ALABAMA WILL AUTHORIZE THE USE OF MANUFACTURER CERTIFIED UPFITTERS.

ALL VEHICLES/BODIES MUST MEET ALL FEDERAL ICC REGULATIONS. EX. FLAT AND FLAT DUMPS MUST BE EQUIPPED WITH IMPACT BUMPERS.

ALL ADDITIONAL OPTIONS SHALL BE PRICED AT DEALER COST PLUS THE PERCENTAGE MARK-UP.

WARRANTY INFORMATION:

CHASSIS SHALL BE WARRANTIED FOR A MINIMUM OF 24 MONTHS OR 24,000 MILES. ENGINE AND DRIVETRAIN SHALL BE WARRANTED FOR A MINIMUM OF 5 YEARS OR 100,000 MILES. WARRANTY SHALL COVER ALL PARTS, LABOR AND FREIGHT COST ASSOCIATED WITH REPAIRS AND OR REPLACEMENT OF DEFECTIVE EQUIPMENT. DEALERS WILL BE RESPONSIBLE FOR TRANSPORTING TO SUB-VENDORS FOR REPAIRS WHILE VEHICLE IS UNDER WARRANTY AND EXTENDED WARRANTY. ACCIDENTS, MISUSE AND NEGLIGENCE ARE NOT COVERED BY THIS WARRANTY. THE WARRANTY SHALL COMMENCE ON THE DATE OF THE EQUIPMENT IS PUT INTO SERVICE BY THE USING AGENCY. VENDOR WILL USE WHATEVER MEANS REQUIRED TO FACILITATE THIS WARRANTY AND WILL INSURE TOTAL SATISFACTORY PERFORMANCE TO THE USING AGENCY.

ADDITIONAL INFO ADDED TO SPECIFICATIONS:

WIRING TO RUN TO THE END OF CHASSIS FRAME ON 15,000 < GVW

CHASSIS IS TO COME WITH ONE SPARE TIRE & FACTORY RIM.

ALL NEW CHASSIS TRUCKS TO COME WITH A MINIMUM OF AN AUTOMATIC 5-SPEED TRANSMISSION.

CAB ASSIST STEPS ARE TO BE BLACK RECTANGULAR WITH STEP INSERTS.

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 200000000117**

NOT TO EXCEED AMOUNT:

Begin Date:	01/21/2020	Procurement Folder:	839211
Expiration Date:	01/21/2022	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	01/22/21	Version Number:	4

CONTACT INFORMATION

REQUESTOR:	**ISSUER:**	**BUYER:**
Patrick Hemme	Patrick Hemme	Patrick Hemme
334-242-7173	334-242-7173	334-242-7173
Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov

Final

CONTRACT DESCRIPTION

MA-TRUCK CHASSIS 8,600 - 18,999 GVWR
TRUCK CHASSIS 8,600 - 18,999 GVWR

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000053996: Larry Puckett Chevrolet, Inc

P O Box 680280

Prattville AL 36068

Contact:

Chris Ducote
3342859300 EXT: 438
Chris.Ducote@Larrypuckett.Com

COMMODITY / SERVICE INFORMATION								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	$28,710.050000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
8,600 TRUCK CHASSIS CREW CAB
TRUCK CHASSIS, 8,600 GVWR LATEST MODEL INCLUDING ALL STANDARD EQUIPMENT.
CREW CAB
WHEEL BASE: 167" MINIMUM
CAB TO AXLE: 55" MINIMUM
SINGLE AXLE
GAS ENGINE: 300 HP MINIMUM
4 WHEEL ABS BRAKES
FULL HEADLINER WITH INSULATION.
AIR CONDITIONING FACTORY INSTALLED.
RADIO AM/FM WITH BLUETOOTH.
ALTERNATOR 120 AMP MINIMUM.
TRANSMISSION AUTOMATIC 5-SPEED MINIMUM.
MIRRORS, EXTERIOR CAMPER OR RECREATIONAL TYPE.
FUEL LINE KIT.

MAKE:_CHEVROLET__

MODEL:_SILVERADO 2500 HD 2WD CREW CAB_

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	$8,999.900000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
DIESEL ENGINE UPGRADE
DIESEL ENGINE UPGRADE:

Final

MAKE:_CHEVROLET_

MODEL:_DURAMX 6.6L Turbo-Diesel V8 w/ ALLISON 10 Speed Transmission._

TO INCLUDE 10 PLY TIRES TO MEET GVWR , TRANSMISSION AND FUEL TANK.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	$26,778.330000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
8,600 TRUCK CHASSIS EXTENDED CAB
TRUCK CHASSIS, 8,600 GVWR LATEST MODEL INCLUDING ALL STANDARD EQUIPMENT.
EXTENDED CAB 4 DOOR
WHEEL BASE: 157" MINIMUM
CAB TO AXLE: 55" MINIMUM
SINGLE AXLE
GAS ENGINE: 300 HP MINIMUM
4 WHEEL ABS BRAKES
FULL HEADLINER WITH INSULATION.
AIR CONDITIONING FACTORY INSTALLED.
RADIO AM/FM WITH BLUETOOTH.
ALTERNATOR 120 AMP MINIMUM.
TRANSMISSION AUTOMATIC 5-SPEED MINIMUM.
MIRRORS, EXTERIOR CAMPER OR RECREATIONAL TYPE.
FUEL LINE KIT.

MAKE:_CHEVROLET_

MODEL:_SILVERADO 2500HD, LWB, 2WD, Double Cab_

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	$8,999.900000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
DIESEL ENGINE UPGRADE

DIESEL ENGINE UPGRADE:

MAKE:_CHEVROLET_

MODEL:_DURAMAX 6.6L Turbo-Diesel V8 w/ALLISON 10 Speed Automatic Transmission_

TO INCLDE TIRES TO MEET GVWR , TRANSMISSION AND FUEL TANK.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	EA	$29,794.760000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
11,000 TRUCK CHASSIS CREW CAB
TRUCK CHASSIS, 11,000 GVWR LATEST MODEL INCLUDING ALL STANDARD EQUIPMENT.
CREW CAB
WHEEL BASE: 171.5" MINIMUM
CAB TO AXLE: 55" MINIMUM
SINGLE AXLE
GAS ENGINE: 300 HP MINIMUM
4 WHEEL ABS BRAKES
FULL HEADLINER WITH INSULATION.
AIR CONDITIONING FACTORY INSTALLED.
RADIO AM/FM WITH BLUETOOTH.
ALTERNATOR 120 AMP MINIMUM.
TRANSMISSION AUTOMATIC 5-SPEED MINIMUM.
MIRRORS, EXTERIOR CAMPER OR RECREATIONAL TYPE.
FUEL LINE KIT.

MAKE:_CHEVROLET__

MODEL:_SILVERADO 3500HD LWB, 2WD, Crew Cab_

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	EA	$8,999.900000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
DIESEL ENGINE UPGRADE
DIESEL ENGINE UPGRADE:

MAKE:_CHEVROLET_

MODEL:_DURAMAX 6.6L Turbo-Diesel V8 Engine w/ALLISON 10-Speed Automatic Transmission_

TO INCLDE TIRES TO MEET GVWR , TRANSMISSION AND FUEL TANK.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	EA	$26,631.970000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
11,000 TRUCK CHASSIS STANDARD CAB

COMMODITY / SERVICE INFORMATION

TRUCK CHASSIS, 11,000 GVWR LATEST MODEL INCLUDING ALL STANDARD EQUIPMENT.
STANDARD CAB
WHEELBASE: 131" 141"
CAB TO AXLE: 60" MINIMUM
SINGLE AXLE
GAS ENGINE: 300 HP MINIMUM
DUAL REAR WHEELS
4 WHEEL ABS BRAKES
DUAL AIR BAGS
FULL HEADLINER WITH INSULATION.
AIR CONDITIONING FACTORY INSTALLED.
RADIO AM/FM WITH BLUETOOTH.
ALTERNATOR 120 AMP MINIMUM.
TRANSMISSION, AUTOMATIC 5-SPEED MINIMUM.
MIRRORS, EXTERIOR CAMPER OR RECREATIONAL TYPE.
FUEL LINE KIT.

MAKE:_CHEVROLET_

MODEL:_SILVERADO 3500HD Regular Chassis Cab, 2WD_

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	EA	$43,632.800000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
15000 TRUCK CHASSIS STANDARD CAB
TRUCK CHASSIS, 15,000 GVWR LATEST MODEL INCLUDING ALL STANDARD EQUIPMENT.
STANDARD CAB
WHEEL BASE: 137"
CAB TO AXLE: 60" MINIMUM
SINGLE AXLE
DIESEL ENGINE: 300 HP MINIMUM
DUAL REAR WHEELS
4 WHEEL ABS BRAKES
3 PASSENGER SEATING
40 GALLON FUEL TANK, DIESEL, ALUMINUM OR POLYPROPYLENE
DUAL AIR BAGS
CAB STEPS
FULL HEADLINER WITH INSULATION.
AIR CONDITIONING FACTORY INSTALLED.
RADIO AM/FM WITH BLUETOOTH.
ALTERNATOR 120 AMP MINIMUM.
TRANSMISSION, AUTOMATIC WITH PTO PROVISION.
MIRRORS, EXTERIOR CAMPER OR RECREATIONAL TYPE WITH CONVEX 5" SPOT.
FUEL LINE KIT.

Final

MAKE:_CHEVROLET_

MODEL:_SILVERADO Medium Duty 4500HD Regular Chassis Cab 2WD 15,000 GVWR, Duramax 6.6L Turbo-Diesel V8 Engine w/Allison _A1700 RDS 6 Speed Automatic Transmission.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0		$0.000000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
OPTION PACKAGE
OPTION PACKAGE:

END OF FRAME CONNECTION WIRING FOR BODIES.
$_205.00__

AGENCIES MAY OPT TO LEAVE ONE OR MORE OPTIONS OFF FROM THE PACKAGE. THE PO WILL REFLECT THE ACTUAL OPTIONS BEING PURCHASED.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0		$0.000000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION
0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE OPTIONS: OPTIONS: TO BE BILLED AT DEALER INVOICE PRICING.

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

Approved:

Purchasing Director

APPROVALS

Date	Status Before	Status After	Approver

Final

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

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

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

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

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

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

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

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

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

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

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

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

Certification Pursuant to Act no. 2006-557

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

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

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

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

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

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

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

Non-appropriation of funds

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

Proration

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

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

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

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

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

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

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

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

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

Alabama Preferred Vendor
A "Preferred Vendor" shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.
Priority 1. Produces or manufacturers the product within the State.
Priority 2. Has an assembly plant or distribution facility for the product within the State.
Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

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

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

PURPOSE:

THE PURPOSE OF THIS RFB IS TO ESTABLISH A STATEWIDE CONTRACT FOR CURRENT MODEL YEAR TRUCK CHASSIS 8600LBS to 18,999LBS..

IN ADDITION TO THE STATE OF ALABAMA AGENCIES, THIS CONTRACT WILL ALSO BE MADE AVAILABLE TO OTHER LOCAL GOVERNMENT ENTITIES SUCH AS COUNTIES, CITIES, SCHOOLS, ETC.

MANDATORY PRE-BID MEETING:

THERE WILL BE A MANDATORY PRE-BID MEETING HELD ON JULY 9, 2019 AT 9:00AM AT THE STATE OF ALABAMA DIVISION OF PURCHASING AUDITORIUM LOCATED AT THE RSA UNION BUILDING, 100 N. UNION ST. SUITE 192, MONTGOMERY AL 36104.

FAILURE TO HAVE A REPRESENTATIVE OF YOUR FIRM ATTEND THE MANDATORY PRE-BID MEETING WILL RESULT IN THE REJECTION OF YOUR RFB.

ALL QUESTIONS PERTAINING TO THIS RFB MUST BE SUBMITTED EITHER PRIOR OR DURING THE MANDATORY PRE-BID MEETING. ALL QUESTIONS WILL BE ANSWERED DURING THE PRE-BID MEETING.

AFTER THE PRE-BID MEETING HAS CONCLUDED, NO FURTHER QUESTIONS WILL BE ALLOWED.

AWARD:

AWARD WILL BE MADE BY COMMODITY GROUPING IN ACCORDANCE WITH THE LIFE CYCLE COST EVALUATION TO THE TO THE LOWEST RESPONSIBLE BIDDER MEETING ALL SPECIFICATIONS.

AWARDED VENDOR MUST BE LOCATED IN ALABAMA AND ALL INSTALLATIONS MUST BE PERFORMED IN MONTGOMERY UNLESS ARRANGEMENTS ARE MADE BY THE VENDOR AND THE AGENCY.

FREIGHT:

BID IS F.O.B. DESTINATION. ANY FREIGHT CHARGES MUST BE INCLUDED IN THE BID PRICES.

CONTRACT PERIOD:

ESTABLISH A 12 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A SECOND, THIRD, FOURTH, AND FIFTH 12 MONTH PERIOD WITH THE SAME PRICING, TERMS AND CONDITIONS. THE SECOND, THIRD, FOURTH, OR FIFTH 12 MONTH PERIOD, IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE FIRST, SECOND, THIRD, OR FOURTH 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE EXTENSION MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH PERIOD.

REQUESTED INFORMATION:

ANY ADDITIONAL INFORMATION REQUESTED FROM A VENDOR MUST BE FURNISHED WITHIN FIVE (5) BUSINESS DAYS FROM RECEIPT OF REQUEST.

QUANTITY:

THE QUANTITY TO BE PURCHASED FROM THIS CONTRACT IS UNKNOWN AND THE STATE MAKES NO GUARANTEE THAT ANY CERTAIN QUANTITY WILL BE PURCHASED.

PRICING:

ALL PRICING MUST BE FIRM. ORDERING AGENCY WILL CALL TO GET A QUOTE FROM CONTRACT VENDOR. VENDOR WILL PROVIDE PRICE QUOTE BY GIVING CURRENT MANUFACTURER CATALOG LIST PRICE LESS CONTRACT PERCENTAGE DISCOUNT

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

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

October, November, December – Due by January 20th

January, February, March – Due by April 20th

April, May, June – Due by July 20th

July, August, September – Due by October 20th

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

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

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

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

PRICING INCREASE

AT THE RENEWAL OF EACH CONTRACT PERIOD, UP TO A 5% PRICE INCREASE MAY BE ALLOWED, IF AGREED UPON BY BOTH THE CONTRACT VENDOR AND THE STATE OF ALABAMA. THE REQUEST FOR A PRICE INCREASE MUST HAVE JUSTIFIABLE PROOF IN WRITING AND MUST BE SUBMITTED TO THE STATE OF ALABAMA AT THE START OF THE CONTRACT RENEWAL PROCESS TO EXTEND THE CONTRACT FOR AN ADDITIONAL 12 MONTH PERIOD**. JUSTIFIABLE PROOF MAY BE COPIES OF MSRPs SHOWING A PRICE INCREASE IN THE NEW MODEL'S PRICE OVER THE CURRENT MODEL'S PRICE, OR COPIES OF THE MANUFACTURER'S MATERIAL COST SHEETS OF THE NEW MODEL OVER THE MANUFACTURER'S MATERIAL COST SHEETS OF THE CURRENT MODEL SHOWING AN INCREASE IN MATERIAL COST RESULTING IN A PRICE INCREASE IN THE NEW YEAR'S MODEL.** ANY PRICE INCREASE ALLOWED WILL BE BASED ON A PERCENTAGE DIFFERENCE OF THE CONTRACT PRICE IN EFFECT AT THE START OF THE CONTRACT RENEWAL PROCESS AND MUST NOT EXCEED 5%. ANY PRICE RESULTING FROM AN AGREED UPON INCREASE, MUST BE FIRM FOR THE 12 MONTH PERIOD OF THE CONTRACT.

ELECTRONIC PAYMENT

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

TRUCK CHASSIS GVWR 8,600 – 18,999 LBS.

CHASSIS CONTRACT PRICE INCLUDES:

1. DELIVERY TO DEALERSHIP LOCATION OR DROP SHIPPED TO THE SPECIFIED BODY VENDOR'S LOCATION WITHIN 150 DAYS OF THE ORDER.

2. PRE-DELIVERY SERVICE OF THE CHASSIS.

3. ALL TITLE FEES, AS WELL AS ALL OTHER CHARGES: VENDOR MUST FURNISH AND DELIVER THE PREPAID CERTIFICATE OF TITLE IN THE NAME OF THE AGENCY AS SPECIFIED ON THE PURCHASE ORDER. TITLE SHALL CHANGE UPON ACCEPTANCE OF THE VEHICLE BY THE AGENCY.

4. WARRANTY CARD AND SERVICE POLICY MUST BE DELIVERED TO THE AGENCY WHEN INVOICING FOR PAYMENT. WARRANTY SHALL GO INTO EFFECT WHEN THE VEHICLE IS PUT INTO SERVICE.

5. DELIVERY DEADLINES MAY BE EXTENDED DUE TO COMPONENT AVAILABILITY. VENDORS MUST NOTIFY STATE PURCHASING, IN WRITING IN THE EVENT OF DELAYS DUE TO MANUFACTURER PRODUCTION.

REQUIRED STEPS TO FOLLOW:

1. STATE PLACES ORDER FOR TRUCK AND PURCHASE ORDER IS ISSUED TO THE CHASSIS DEALER WITH COMPLETE SPECIFICATION TO INCLUDE THE WHERE THE CHASSIS IS TO BE FOB DROP SHIP WHEN A BODY IS BEING INSTALLED OR IF NO DROP SHIP IS SPECIFIED ON THE PO THEN TRUCK IS TO BE DELIVERED FOB TO CHASSIS VENDOR'S LOCATION AND THE STATE WILL PICKUP WHEN NOTIFIED BY THE CHASSIS DEALER.

2. WHEN THE CHASSIS DEALER IS REQUIRED TO DROP SHIP TO THE BODY VENDOR IT IS THE RESPONSIBILITY OF THE CHASSIS DEALER TO NOTIFY BY EMAIL THE IMPENDING ARRIVAL DATE OF THE CHASSIS TO THE AGENCY. IT WILL BE THE ORDERING AGENCY RESPONSIBILITY TO NOTIFY THE BODY VENDOR OF THE DATE. THIS INFORMATION SHALL BE PROVIDED AT LEAST 60 DAYS PRIOR TO ARRIVAL.

3. WHEN THE CHASSIS IS RECEIVED AT THE BODY VENDOR'S LOCATION IT SHALL BE THE RESPONSIBILITY OF THE BODY VENDOR TO EMAIL THE AGENCY WITHIN 12 NORMAL WORKING HOURS OF RECEIPT OF THE CHASSIS IF THE VEHICLE MEETS SPECIFICATIONS OF THE ORDER. IF THERE ARE DEVIATIONS IN THE SPECIFICATIONS TO INCLUDE PRE-DELIVERY SERVICE, VISABLE SPECIFICATIONS, VISIBLE DAMAGE OR EXCEPTIONS TO THE ORDER, IE: TIRE SIZE, SPARE RIMS, AND OR TIRES, RADIO, SPECIAL LIGHTING, PTO UNIT AND OTHER REMOVABLE ITEMS THE BODY VENDOR MUST NOTIFY THE AGENCY WITHIN 4 HOURS BY EMAIL.

4. BODY VENDOR IS TO HAVE BODY READY TO INSTALL AND TO TAKE NO MORE THAN 90 DAYS IN WHICH TO DELIVER THE COMPLETED UNIT TO THE ORDERING AGENCY.

5. FAILURE OF THE BODY VENDOR TO DELIVER WITHIN THE SPECIFIED 90 DAYS SHALL INCUR A PENALTY OF LIQUIDATED DAMAGES HEREIN SPECIFIED AT THE RATE THAT THE DEPT. OF TRANSPORTATION CHARGES TO ALL ITS DIVISIONS BASED ON THEIR DOT RENTAL AND DEPRECIATION SCHEDULE.

6. IF THE BODY VENDOR FAILS TO PERFORM/DELIVER OR THE UNITS ARE NOT WITHIN THE GUIDE LINES OF THE SPECIFICATIONS AND IS A CHRONIC CONDITION, THE STATE OF ALABAMA MAY TERMINATE THE BODY VENDOR'S CONTRACT AFTER

THREE DOCUMENTED OCCURANCES AND EXCERSISE THE PERFORMANCE BOND FOR LIQUIDATED DAMAGES INCURRED BY THE STATE.

FEDERALLY MANDATED COMPONENT:

VENDORS MAY PASS ON DEALER INVOICE COST OF ANY FEDERALLY MANDATED ADDITIONAL COMPONENTS REQUIRED DURING THE CONTRACT PERIOD. DOCUMENTATION OF INCREASED COST MUST BE PROVIDED TO STATE PURCHASING IN WRITING.

NEW EQUIPMENT:

ALL EQUIPMENT MUST BE NEW AND UNUSED AND ACCEPTABLE BY THE ORIGINAL EQUIPMENT MANUFACTURER FOR THEIR MAINTENANCE.

COLOR:

MANUFACTURER STANDARD FACTORY WHITE WITH MATCHING INTERIOR, UNLESS OTHERWISE STATED ON PURCHASE ORDER.

ALL VEHICLES WILL COME EQUIPPED WITH ALL STANDARD EQUIPMENT AND ACCESSORIES PLUS OPTIONS AS SHOWN AND ALL EQUIPMENT WILL BE FACTORY INSTALLED UNLESS OTHERWISE INDICATED AND AUTHORIZED. THE STATE OF ALABAMA WILL AUTHORIZE THE USE OF MANUFACTURER CERTIFIED UPFITTERS.

ALL VEHICLES/BODIES MUST MEET ALL FEDERAL ICC REGULATIONS. EX. FLAT AND FLAT DUMPS MUST BE EQUIPPED WITH IMPACT BUMPERS.

ALL ADDITIONAL OPTIONS SHALL BE PRICED AT DEALER COST PLUS THE PERCENTAGE MARK-UP.

WARRANTY INFORMATION:

CHASSIS SHALL BE WARRANTIED FOR A MINIMUM OF 24 MONTHS OR 24,000 MILES. ENGINE AND DRIVETRAIN SHALL BE WARRANTED FOR A MINIMUM OF 5 YEARS OR 100,000 MILES. WARRANTY SHALL COVER ALL PARTS, LABOR AND FREIGHT COST ASSOCIATED WITH REPAIRS AND OR REPLACEMENT OF DEFECTIVE EQUIPMENT. DEALERS WILL BE RESPONSIBLE FOR TRANSPORTING TO SUB-VENDORS FOR REPAIRS WHILE VEHICLE IS UNDER WARRANTY AND EXTENDED WARRANTY. ACCIDENTS, MISUSE AND NEGLIGENCE ARE NOT COVERED BY THIS WARRANTY. THE WARRANTY SHALL COMMENCE ON THE DATE OF THE EQUIPMENT IS PUT INTO SERVICE BY THE USING AGENCY. VENDOR WILL USE WHATEVER MEANS REQUIRED TO FACILITATE THIS WARRANTY AND WILL INSURE TOTAL SATISFACTORY PERFORMANCE TO THE USING AGENCY.

ADDITIONAL INFO ADDED TO SPECIFICATIONS:

WIRING TO RUN TO THE END OF CHASSIS FRAME ON 15,000 < GVW

CHASSIS IS TO COME WITH ONE SPARE TIRE & FACTORY RIM.

ALL NEW CHASSIS TRUCKS TO COME WITH A MINIMUM OF AN AUTOMATIC 5-SPEED TRANSMISSION.

CAB ASSIST STEPS ARE TO BE BLACK RECTANGULAR WITH STEP INSERTS.

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 200000000118** **NOT TO EXCEED AMOUNT:**

Begin Date:	01/21/2020	Procurement Folder:	839211
Expiration Date:	01/21/2022	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	01/08/21	Version Number:	5

CONTACT INFORMATION

REQUESTOR:	**ISSUER:**	**BUYER:**
Patrick Hemme	Patrick Hemme	Patrick Hemme
334-242-7173	334-242-7173	334-242-7173
Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA-TRUCK CHASSIS 8,600 - 18,999 GVWR
TRUCK CHASSIS 8,600 - 18,999 GVWR

Final

Ship To: **Bill To:**

REASON FOR MODIFICATION

updated pricing and extended for another year

VENDOR INFORMATION

Name /Address:

VC000118254: Southland International Trucks
DBA: Southland Transportation Group
1563 Maxwell Blvd.

Montgomery AL 36104

Contact:

Tim Bagents
334-832-4102 EXT: 4012
tbagents@southlandtrucks.com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	$37,500.500000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
15,000 TRUCK CHASSIS STANDARD CAB
TRUCK CHASSIS, 15,000 GVWR LATEST MODEL INCLUDING ALL STANDARD EQUIPMENT.
STANDARD CAB
CAB TO AXLE: 60" MINIMUM
SINGLE AXLE
DIESEL ENGINE: 300 HP MINIMUM
DUAL REAR WHEELS
4 WHEEL ABS BRAKES
3 PASSENGER SEATING
40 GALLON FUEL TANK, DIESEL, ALUMINUM OR POLYPROPYLENE
DUAL AIR BAGS
CAB STEPS
FULL HEADLINER WITH INSULATION.
AIR CONDITIONING FACTORY INSTALLED.
RADIO AM/FM WITH BLUETOOTH.
ALTERNATOR 120 AMP MINIMUM.
TRANSMISSION, AUTOMATIC 5-SPEED MINIMUM.
MIRRORS, EXTERIOR CAMPER OR RECREATIONAL TYPE WITH 5" CONVEX SPOT MIRRORS.
FUEL LINE KIT.

MAKE:_INTERNATIONAL_

MODEL:_CV 515_

Final

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

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
OPTION PACKAGE
OPTION PACKAGE:

TRANSMISSION, AUTOMATIC WITH PTO PROVISION.
$ 365.05

END OF FRAME CONNECTION WIRING FOR BODIES.
$ 240.58

AGENCIES MAY OPT TO LEAVE ONE OR MORE OPTIONS OFF FROM THE PACKAGE. THE PO WILL REFLECT THE ACTUAL OPTIONS BEING PURCHASED.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	$44,086.470000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
16,500 TRUCK CHASSIS CREW CAB

COMMODITY / SERVICE INFORMATION
TRUCK CHASSIS, 16,500 GVWR LATEST MODEL INCLUDING ALL STANDARD EQUIPMENT. CREW CAB CAB TO AXLE: 60" MINIMUM SINGLE AXLE DIESEL ENGINE: 300 HP MINIMUM AUTOMATIC TRANSMISSION DUAL REAR WHEELS 4 WHEEL ABS BRAKES 6 PASSENGER SEATING 40 GALLON FUEL TANK, DIESEL, ALUMINUM OR POLYPROPYLENE. DUAL AIR BAGS CAB STEPS FULL HEADLINER WITH INSULATION. AIR CONDITIONING FACTORY INSTALLED. RADIO AM/FM WITH BLUETOOTH. ALTERNATOR 120 AMP MINIMUM. MIRRORS, EXTERIOR CAMPER OR RECREATIONAL TYPE WITH 5" CONVEX SPOT MIRRORS. FUEL LINE KIT. MAKE:_International__ MODEL:_CV 515__

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

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
OPTION PACKAGE
OPTION PACKAGE:

Final

TRANSMISSION, AUTOMATIC WITH PTO PROVISION.
$365.05

END OF FRAME CONNECTION WIRING FOR BODIES.
$240.58

AGENCIES MAY OPT TO LEAVE ONE OR MORE OPTIONS OFF FROM THE PACKAGE. THE PO WILL REFLECT THE ACTUAL OPTIONS BEING PURCHASED.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	EA	$44,086.470000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
17,000 TRUCK CHASSIS CREW CAB
TRUCK CHASSIS, 17,000 GVWR LATEST MODEL INCLUDING ALL STANDARD EQUIPMENT.
CREW CAB
CAB TO AXLE: 60" MINIMUM
SINGLE AXLE
DIESEL ENGINE: 300 HP MINIMUM
DUAL REAR WHEELS
4 WHEEL ABS BRAKES
6 PASSENGER SEATING
40 GALLON FUEL TANK, DIESEL, ALUMINUM OR POLYPROPYLENE.
DUAL AIR BAGS
CAB STEPS
FULL HEADLINER WITH INSULATION.
AIR CONDITIONING FACTORY INSTALLED.
RADIO AM/FM WITH BLUETOOTH.
ALTERNATOR 120 AMP MINIMUM.
MIRRORS, EXTERIOR CAMPER OR RECREATIONAL TYPE WITH 5" CONVEX SPOT MIRRORS.
FUEL LINE KIT.

MAKE:_International__

MODEL:_CV 515_

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

COMMODITY / SERVICE INFORMATION

6	0		$0.000000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
OPTION PACKAGE
OPTION PACKAGE:

TRANSMISSION, AUTOMATIC WITH PTO PROVISION.
$ 366.09

END OF FRAME CONNECTION WIRING FOR BODIES.
$ 240.58

AGENCIES MAY OPT TO LEAVE ONE OR MORE OPTIONS OFF FROM THE PACKAGE. THE PO WILL REFLECT THE ACTUAL OPTIONS BEING PURCHASED.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	EA	$40,283.220000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
17,000 TRUCK CHASSIS STANDARD CAB
TRUCK CHASSIS, 17,000 GVWR LATEST MODEL INCLUDING ALL STANDARD EQUIPMENT.
STANDARD CAB
CAB TO AXLE: 60" MINIMUM
SINGLE AXLE
DIESEL ENGINE: 300 HP MINIMUM
DUAL REAR WHEELS
4 WHEEL ABS BRAKES
3 PASSENGER SEATING
40 GALLON FUEL TANK, DIESEL, ALUMINUM OR POLYPROPYLENE.
DUAL AIR BAGS
CAB STEPS
FULL HEADLINER WITH INSULATION.
AIR CONDITIONING FACTORY INSTALLED.
RADIO AM/FM WITH BLUETOOTH.
ALTERNATOR 120 AMP MINIMUM.
MIRRORS, EXTERIOR CAMPER OR RECREATIONAL TYPE MIRRORS.
FUEL LINE KIT.

Final

MAKE:_International_

MODEL:_CV 515_

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

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
OPTION PACKAGE
OPTION PACKAGE:

END OF FRAME CONNECTION WIRING FOR BODIES.
$240.58

AGENCIES MAY OPT TO LEAVE ONE OR MORE OPTIONS OFF FROM THE PACKAGE. THE PO WILL REFLECT THE ACTUAL OPTIONS BEING PURCHASED.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0	EA	$44,116.050000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
17,500 TRUCK CHASSIS CREW CAB

COMMODITY / SERVICE INFORMATION

TRUCK CHASSIS, 17,500 GVWR LATEST MODEL INCLUDING ALL STANDARD EQUIPMENT.
CREW CAB
CAB TO AXLE: 60" MINIMUM
SINGLE AXLE
DIESEL ENGINE: 300 HP MINIMUM
DUAL REAR WHEELS
4 WHEEL ABS BRAKES
6 PASSENGER SEATING
40 GALLON FUEL TANK, DIESEL, ALUMINUM OR POLYPROPYLENE.
DUAL AIR BAGS
CAB STEPS
FULL HEADLINER WITH INSULATION.
AIR CONDITIONING FACTORY INSTALLED.
RADIO AM/FM WITH BLUETOOTH.
ALTERNATOR 120 AMP MINIMUM.
MIRRORS, EXTERIOR CAMPER OR RECREATIONAL TYPE WITH 5" CONVEX MIRRORS.
FUEL LINE KIT.

MAKE:_International_

MODEL:_CV 515_

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0		$0.000000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
OPTION PACKAGE
OPTION PACKAGE:

Final

TRANSMISSION, AUTOMATIC WITH PTO PROVISION.
$365.05

END OF FRAME CONNECTION WIRING FOR BODIES.
$240.58
AGENCIES MAY OPT TO LEAVE ONE OR MORE OPTIONS OFF FROM THE PACKAGE. THE PO WILL REFLECT THE ACTUAL OPTIONS BEING PURCHASED.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	EA	$40,312.800000	$0.00			$0.00	$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
17,500 TRUCK CHASSIS STANDARD CAB
TRUCK CHASSIS, 17,500 GVWR LATEST MODEL INCLUDING ALL STANDARD EQUIPMENT.
STANDARD CAB
CAB TO AXLE: 60" MINIMUM
SINGLE AXLE
DIESEL ENGINE: 300 HP MINIMUM
DUAL REAR WHEELS
4 WHEEL ABS BRAKES
6 PASSENGER SEATING
40 GALLON FUEL TANK, DIESEL, ALUMINUM OR POLYPROPYLENE.
DUAL AIR BAGS
CAB STEPS
FULL HEADLINER WITH INSULATION.
AIR CONDITIONING FACTORY INSTALLED.
RADIO AM/FM WITH BLUETOOTH.
ALTERNATOR 120 AMP MINIMUM.
MIRRORS, EXTERIOR CAMPER OR RECREATIONAL TYPE WITH 5" CONVEX MIRRORS.
FUEL LINE KIT.

MAKE:_International__

MODEL:_CV 515__

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0		$0.000000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
OPTION PACKAGE
OPTION PACKAGE:

TRANSMISSION, AUTOMATIC WITH PTO PROVISION.
$365.05

END OF FRAME CONNECTION WIRING FOR BODIES.
$240.58

AGENCIES MAY OPT TO LEAVE ONE OR MORE OPTIONS OFF FROM THE PACKAGE. THE PO WILL REFLECT THE ACTUAL OPTIONS BEING PURCHASED.

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

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
OPTIONS NOT LISTED
Options not Listed

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

Final

Approved: Michael A. Jones

Purchasing Director

APPROVALS

Date	Status Before	Status After	Approver

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

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

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

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

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

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

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

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

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

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

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

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

Certification Pursuant to Act no. 2006-557

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

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

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

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

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

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

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

Non-appropriation of funds

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

Proration

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

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

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

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

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

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

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

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

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

Alabama Preferred Vendor
A "Preferred Vendor" shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.
Priority 1. Produces or manufacturers the product within the State.
Priority 2. Has an assembly plant or distribution facility for the product within the State.
Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

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

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

PURPOSE:

THE PURPOSE OF THIS RFB IS TO ESTABLISH A STATEWIDE CONTRACT FOR CURRENT MODEL YEAR TRUCK CHASSIS 8600LBS to 18,999LBS..

IN ADDITION TO THE STATE OF ALABAMA AGENCIES, THIS CONTRACT WILL ALSO BE MADE AVAILABLE TO OTHER LOCAL GOVERNMENT ENTITIES SUCH AS COUNTIES, CITIES, SCHOOLS, ETC.

MANDATORY PRE-BID MEETING:

THERE WILL BE A MANDATORY PRE-BID MEETING HELD ON JULY 9, 2019 AT 9:00AM AT THE STATE OF ALABAMA DIVISION OF PURCHASING AUDITORIUM LOCATED AT THE RSA UNION BUILDING, 100 N. UNION ST. SUITE 192, MONTGOMERY AL 36104.

FAILURE TO HAVE A REPRESENTATIVE OF YOUR FIRM ATTEND THE MANDATORY PRE-BID MEETING WILL RESULT IN THE REJECTION OF YOUR RFB.

ALL QUESTIONS PERTAINING TO THIS RFB MUST BE SUBMITTED EITHER PRIOR OR DURING THE MANDATORY PRE-BID MEETING. ALL QUESTIONS WILL BE ANSWERED DURING THE PRE-BID MEETING.

AFTER THE PRE-BID MEETING HAS CONCLUDED, NO FURTHER QUESTIONS WILL BE ALLOWED.

AWARD:

AWARD WILL BE MADE BY COMMODITY GROUPING IN ACCORDANCE WITH THE LIFE CYCLE COST EVALUATION TO THE TO THE LOWEST RESPONSIBLE BIDDER MEETING ALL SPECIFICATIONS.

AWARDED VENDOR MUST BE LOCATED IN ALABAMA AND ALL INSTALLATIONS MUST BE PERFORMED IN MONTGOMERY UNLESS ARRANGEMENTS ARE MADE BY THE VENDOR AND THE AGENCY.

FREIGHT:

BID IS F.O.B. DESTINATION. ANY FREIGHT CHARGES MUST BE INCLUDED IN THE BID PRICES.

CONTRACT PERIOD:

ESTABLISH A 12 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A SECOND, THIRD, FOURTH, AND FIFTH 12 MONTH PERIOD WITH THE SAME PRICING, TERMS AND CONDITIONS. THE SECOND, THIRD, FOURTH, OR FIFTH 12 MONTH PERIOD, IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE FIRST, SECOND, THIRD, OR FOURTH 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE EXTENSION MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH PERIOD.

REQUESTED INFORMATION:

ANY ADDITIONAL INFORMATION REQUESTED FROM A VENDOR MUST BE FURNISHED WITHIN FIVE (5) BUSINESS DAYS FROM RECEIPT OF REQUEST.

QUANTITY:

THE QUANTITY TO BE PURCHASED FROM THIS CONTRACT IS UNKNOWN AND THE STATE MAKES NO GUARANTEE THAT ANY CERTAIN QUANTITY WILL BE PURCHASED.

PRICING:

ALL PRICING MUST BE FIRM. ORDERING AGENCY WILL CALL TO GET A QUOTE FROM CONTRACT VENDOR. VENDOR WILL PROVIDE PRICE QUOTE BY GIVING CURRENT MANUFACTURER CATALOG LIST PRICE LESS CONTRACT PERCENTAGE DISCOUNT

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

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

October, November, December – Due by January 20th

January, February, March – Due by April 20th

April, May, June – Due by July 20th

July, August, September – Due by October 20th

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

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

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

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

PRICING INCREASE

AT THE RENEWAL OF EACH CONTRACT PERIOD, UP TO A 5% PRICE INCREASE MAY BE ALLOWED, IF AGREED UPON BY BOTH THE CONTRACT VENDOR AND THE STATE OF ALABAMA. THE REQUEST FOR A PRICE INCREASE MUST HAVE JUSTIFIABLE PROOF IN WRITING AND MUST BE SUBMITTED TO THE STATE OF ALABAMA AT THE START OF THE CONTRACT RENEWAL PROCESS TO EXTEND THE CONTRACT FOR AN ADDITIONAL 12 MONTH PERIOD. **JUSTIFIABLE PROOF MAY BE COPIES OF MSRPs SHOWING A PRICE INCREASE IN THE NEW MODEL'S PRICE OVER THE CURRENT MODEL'S PRICE, OR COPIES OF THE MANUFACTURER'S MATERIAL COST SHEETS OF THE NEW MODEL OVER THE MANUFACTURER'S MATERIAL COST SHEETS OF THE CURRENT MODEL SHOWING AN INCREASE IN MATERIAL COST RESULTING IN A PRICE INCREASE IN THE NEW YEAR'S MODEL.** ANY PRICE INCREASE ALLOWED WILL BE BASED ON A PERCENTAGE DIFFERENCE OF THE CONTRACT PRICE IN EFFECT AT THE START OF THE CONTRACT RENEWAL PROCESS AND MUST NOT EXCEED 5%. ANY PRICE RESULTING FROM AN AGREED UPON INCREASE, MUST BE FIRM FOR THE 12 MONTH PERIOD OF THE CONTRACT.

ELECTRONIC PAYMENT

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

TRUCK CHASSIS GVWR 8,600 – 18,999 LBS.

CHASSIS CONTRACT PRICE INCLUDES:

1. DELIVERY TO DEALERSHIP LOCATION OR DROP SHIPPED TO THE SPECIFIED BODY VENDOR'S LOCATION WITHIN 150 DAYS OF THE ORDER.

2. PRE-DELIVERY SERVICE OF THE CHASSIS.

3. ALL TITLE FEES, AS WELL AS ALL OTHER CHARGES: VENDOR MUST FURNISH AND DELIVER THE PREPAID CERTIFICATE OF TITLE IN THE NAME OF THE AGENCY AS SPECIFIED ON THE PURCHASE ORDER. TITLE SHALL CHANGE UPON ACCEPTANCE OF THE VEHICLE BY THE AGENCY.

4. WARRANTY CARD AND SERVICE POLICY MUST BE DELIVERED TO THE AGENCY WHEN INVOICING FOR PAYMENT. WARRANTY SHALL GO INTO EFFECT WHEN THE VEHICLE IS PUT INTO SERVICE.

5. DELIVERY DEADLINES MAY BE EXTENDED DUE TO COMPONENT AVAILABILITY. VENDORS MUST NOTIFY STATE PURCHASING, IN WRITING IN THE EVENT OF DELAYS DUE TO MANUFACTURER PRODUCTION.

REQUIRED STEPS TO FOLLOW:

1. STATE PLACES ORDER FOR TRUCK AND PURCHASE ORDER IS ISSUED TO THE CHASSIS DEALER WITH COMPLETE SPECIFICATION TO INCLUDE THE WHERE THE CHASSIS IS TO BE FOB DROP SHIP WHEN A BODY IS BEING INSTALLED OR IF NO DROP SHIP IS SPECIFIED ON THE PO THEN TRUCK IS TO BE DELIVERED FOB TO CHASSIS VENDOR'S LOCATION AND THE STATE WILL PICKUP WHEN NOTIFIED BY THE CHASSIS DEALER.

2. WHEN THE CHASSIS DEALER IS REQUIRED TO DROP SHIP TO THE BODY VENDOR IT IS THE RESPONSIBILITY OF THE CHASSIS DEALER TO NOTIFY BY EMAIL THE IMPENDING ARRIVAL DATE OF THE CHASSIS TO THE AGENCY. IT WILL BE THE ORDERING AGENCY RESPONSIBILITY TO NOTIFY THE BODY VENDOR OF THE DATE. THIS INFORMATION SHALL BE PROVIDED AT LEAST 60 DAYS PRIOR TO ARRIVAL.

3. WHEN THE CHASSIS IS RECEIVED AT THE BODY VENDOR'S LOCATION IT SHALL BE THE RESPONSIBILITY OF THE BODY VENDOR TO EMAIL THE AGENCY WITHIN 12 NORMAL WORKING HOURS OF RECEIPT OF THE CHASSIS IF THE VEHICLE MEETS SPECIFICATIONS OF THE ORDER. IF THERE ARE DEVIATIONS IN THE SPECIFICATIONS TO INCLUDE PRE-DELIVERY SERVICE, VISABLE SPECIFICATIONS, VISIBLE DAMAGE OR EXCEPTIONS TO THE ORDER, IE: TIRE SIZE, SPARE RIMS, AND OR TIRES, RADIO, SPECIAL LIGHTING, PTO UNIT AND OTHER REMOVABLE ITEMS THE BODY VENDOR MUST NOTIFY THE AGENCY WITHIN 4 HOURS BY EMAIL.

4. BODY VENDOR IS TO HAVE BODY READY TO INSTALL AND TO TAKE NO MORE THAN 90 DAYS IN WHICH TO DELIVER THE COMPLETED UNIT TO THE ORDERING AGENCY.

5. FAILURE OF THE BODY VENDOR TO DELIVER WITHIN THE SPECIFIED 90 DAYS SHALL INCUR A PENALTY OF LIQUIDATED DAMAGES HEREIN SPECIFIED AT THE RATE THAT THE DEPT. OF TRANSPORTATION CHARGES TO ALL ITS DIVISIONS BASED ON THEIR DOT RENTAL AND DEPRECIATION SCHEDULE.

6. IF THE BODY VENDOR FAILS TO PERFORM/DELIVER OR THE UNITS ARE NOT WITHIN THE GUIDE LINES OF THE SPECIFICATIONS AND IS A CHRONIC CONDITION, THE STATE OF ALABAMA MAY TERMINATE THE BODY VENDOR'S CONTRACT AFTER

THREE DOCUMENTED OCCURANCES AND EXCERSISE THE PERFORMANCE BOND FOR LIQUIDATED DAMAGES INCURRED BY THE STATE.

FEDERALLY MANDATED COMPONENT:

VENDORS MAY PASS ON DEALER INVOICE COST OF ANY FEDERALLY MANDATED ADDITIONAL COMPONENTS REQUIRED DURING THE CONTRACT PERIOD. DOCUMENTATION OF INCREASED COST MUST BE PROVIDED TO STATE PURCHASING IN WRITING.

NEW EQUIPMENT:

ALL EQUIPMENT MUST BE NEW AND UNUSED AND ACCEPTABLE BY THE ORIGINAL EQUIPMENT MANUFACTURER FOR THEIR MAINTENANCE.

COLOR:

MANUFACTURER STANDARD FACTORY WHITE WITH MATCHING INTERIOR, UNLESS OTHERWISE STATED ON PURCHASE ORDER.

ALL VEHICLES WILL COME EQUIPPED WITH ALL STANDARD EQUIPMENT AND ACCESSORIES PLUS OPTIONS AS SHOWN AND ALL EQUIPMENT WILL BE FACTORY INSTALLED UNLESS OTHERWISE INDICATED AND AUTHORIZED. THE STATE OF ALABAMA WILL AUTHORIZE THE USE OF MANUFACTURER CERTIFIED UPFITTERS.

ALL VEHICLES/BODIES MUST MEET ALL FEDERAL ICC REGULATIONS. EX. FLAT AND FLAT DUMPS MUST BE EQUIPPED WITH IMPACT BUMPERS.

ALL ADDITIONAL OPTIONS SHALL BE PRICED AT DEALER COST PLUS THE PERCENTAGE MARK-UP.

WARRANTY INFORMATION:

CHASSIS SHALL BE WARRANTIED FOR A MINIMUM OF 24 MONTHS OR 24,000 MILES. ENGINE AND DRIVETRAIN SHALL BE WARRANTED FOR A MINIMUM OF 5 YEARS OR 100,000 MILES. WARRANTY SHALL COVER ALL PARTS, LABOR AND FREIGHT COST ASSOCIATED WITH REPAIRS AND OR REPLACEMENT OF DEFECTIVE EQUIPMENT. DEALERS WILL BE RESPONSIBLE FOR TRANSPORTING TO SUB-VENDORS FOR REPAIRS WHILE VEHICLE IS UNDER WARRANTY AND EXTENDED WARRANTY. ACCIDENTS, MISUSE AND NEGLIGENCE ARE NOT COVERED BY THIS WARRANTY. THE WARRANTY SHALL COMMENCE ON THE DATE OF THE EQUIPMENT IS PUT INTO SERVICE BY THE USING AGENCY. VENDOR WILL USE WHATEVER MEANS REQUIRED TO FACILITATE THIS WARRANTY AND WILL INSURE TOTAL SATISFACTORY PERFORMANCE TO THE USING AGENCY.

ADDITIONAL INFO ADDED TO SPECIFICATIONS:

WIRING TO RUN TO THE END OF CHASSIS FRAME ON 15,000 < GVW

CHASSIS IS TO COME WITH ONE SPARE TIRE & FACTORY RIM.

ALL NEW CHASSIS TRUCKS TO COME WITH A MINIMUM OF AN AUTOMATIC 5-SPEED TRANSMISSION.

CAB ASSIST STEPS ARE TO BE BLACK RECTANGULAR WITH STEP INSERTS.

AGENDA ITEM SUMMARY SHEET

Agenda of:3/30/2021

Submitted by:
Brad Christensen, Director of REAM

Sponsored by:
Councilmember Richardson & Mayor Stimpson

Purpose and Scope of Project:
Michael Figures Park - Improvements and Renovations

Amount of Contract:
$793,000.00

Funding Source

Project # Michael Figures Park - Improvements PR-039-20			**Discretionary Funds**
Project String 20002000-48010			**Contract Number:**3198
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Christensen, Brad	Approved	3/24/2021 - 5:28 PM
Capital	Hollins, Tiffany	Approved	3/25/2021 - 9:36 AM
Legal	Kern, Chris	Approved	3/25/2021 - 1:31 PM
Mayors Office	Barber, James	Approved	3/25/2021 - 2:23 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/30/2021

Submitted by:

Michelle Melton, REAM

Sponsored by:

Mayor William S. Stimpson and Councilman Levon C. Manzie

Purpose and Scope of Project:

Grant an easement to Alabama Power Company ("APCO") in order to install underground utilities on city parcel at 1814 Kibby Street. This item is necessary to perform essential minimum functions of the City Council. Denial or delay of this Resolution may present power supply problems in the area.

Amount of Contract:

$0.00

Funding Source

Project # APCO W.E. #A6553-56-A021

Discretionary Funds

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Draft Resolution	Resolution Letter	3/24/2021
Alabama Power Company W.E. #A6553-56-A021	Exhibit	3/24/2021

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Melton, Michelle	Approved	3/24/2021 - 5:13 PM
Legal	Kern, Chris	Approved	3/24/2021 - 5:17 PM

Mayors Office	Barber, James	Approved	3/25/2021 - 2:22 PM

<u>R E S O L U T I O N</u>

Sponsored by Mayor William S. Stimpson and Councilman Levon C. Manzie

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a permanent easement to **ALABAMA POWER COMPANY** as set out in W.E. #A6553-56-A021, a copy of which is attached hereto and made a part hereof as though fully set forth herein, for and in consideration of the sum of ONE and 00/100 DOLLAR ($1.00), needed for the **ALABAMA POWER COMPANY** to install underground utilities within a vacant lot owned by the City of Mobile located at 1814 Kibby Street.

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

Adopted:

____

City Clerk

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF MOBILE

W.E. # A6553-56-A021

Parcel No. 2803084001062001

THIS AGREEMENT, made and entered into on this the ____ day of ____________, 2021, by and between the City of Mobile, Mobile, Alabama, a municipal corporation, hereinafter known as Grantor and Alabama Power Company, a corporation, hereinafter known as Grantee:

WITNESSETH:

WHEREAS, the City, being the owner of the land or easements and rights of way with respect thereto more particularly described as follows:

LOT 32 MUTHS SUB LEE PLACE RESURVEY MBK 3 PG 325 #SEC 28 T4S R1W #MP29 10 28 2 001

The location of the right of way conveyed herein is generally shown on the Company's drawing attached hereto and made a part hereof but shall be more precisely determined by the actual location(s) as installed. **New facilities as highlighted in yellow on the Engineer's drawing.**

WHEREAS, the City, to the extent of its interest, is willing to grant such easement along and across a portion of its property and easements upon the terms and conditions hereinafter set out;

NOW, THEREFORE,

In consideration of the sum of One and No/100 ($1.00) Dollar, in hand paid to the City by the Power Company, the receipt whereof is hereby acknowledged and other good and valuable considerations, the City, to the extent of its interest, does hereby grant to the Power Company, subject to the terms, conditions and reservations hereinafter set forth, an easement for, **Overhead and/or Underground.** The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, transclosures, transformers, anchors, guy wires, and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as determined by the location(s) in which the Company's facilities are to be installed. The width of the Company's right of way will depend on whether the Facilities are underground or overhead: for underground, the right of way will extend five (5) feet on all sides of said Facilities as and where installed; for overhead Facilities, the right of way will extend fifteen (15) feet on all sides of said Facilities as and where installed.

Location of the easements herein granted shall be as shown marked in yellow on **Alabama Power Company Drawing No. # A6553-56-A021** marked as Exhibit "A" attached hereto and made a part hereof.

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from said facilities and the right to excavate for installation, replacement, repair and removal thereof, and also the right to cut and keep clear all trees, underbrush, shrubbery, roots and other growth, and to keep clear any and all obstructions or obstacles of whatever character on, under or above said facilities.

Subject to the following conditions, the Power Company shall construct, operate and maintain said electric power transmission lines and communication service at the location hereinabove designated in accordance with the following:

A. Grantee shall defend, indemnify and hold Grantor harmless from any loss, damage or judgments incurred as a result of injury or damage to persons or property to the extent caused by Grantee's negligence in performing the above described work on the premises.

B. The said facilities shall be constructed, operated and maintained in accordance with the adopted procedure of well-regulated business and undertakings of same or similar kind, and in such manner as not to cause the facilities of the Power Company or the City's property to be in conflict with the specifications of the National Electrical Safety Code, or any other specifications prescribed by laws of the United States or of the State of Alabama, or any regulatory body having jurisdiction with respect to such facilities or property. At any time, such specifications are not being met because of the construction, operation and maintenance or presence of said electric power facilities and communication service, then the Power Company shall within 30 days after notice that such specifications are not being met, construct, operate

and maintain said facilities in accordance with such specifications or pay to the City the cost of rebuilding such electrical facilities and improving the City's property so that such specifications are being met.

C. The Power Company shall construct, operate and maintain said electric power facilities and communication facilities in order to prevent any erosion or washing away of the lands of the City upon which said electric power facilities and communication facilities are constructed. If at any time such facilities are the underlying cause of any erosion or washing, then Power Company will immediately take necessary steps to prevent same.

D. The Power Company and the City shall use extreme caution in operating machinery and equipment across said lands in order to assure adequate clearance between the machinery and the high voltage conductors.

E. Upon completion of the construction of said electric facilities and communication facilities, the Power Company shall remove and cause to be removed all equipment used in the construction and all debris and refuse resulting from the construction of said facilities and communication service and shall leave the premises in a condition satisfactory to the City.

F. The City specifically reserves unto itself the right of ingress and egress to and from its land and facilities at all times and should any of the Power Company's facilities so constructed, hinder, or interfere with the City's ingress and egress for the proper use of its land, easements and rights of way or for the operation and maintenance of its facilities, then the Power Company shall make the necessary provisions to eliminate same.

G. The Power Company shall promptly notify the City of any unusual or hazardous condition relating to the construction, maintenance or existence of the easement herein granted the Power Company.

H. It is understood and agreed that if service is no longer required across land covered in this instrument and the Power Company has removed its facilities, all rights granted herein shall revert to the City.

I. Grantee agrees that in the event it shall cause material disturbance to the property, Grantee will restore the affected area to a like condition immediately prior to such disturbance.

J. Grantee shall repair any damage to Grantor's drainage system to the extent such damage is caused by Grantee's use of said Easement.

K. Grantee, during the construction or maintenance of its facilities, shall not materially interfere with maintenance operations of Grantor.

L. Grantee, acting pursuant to this Easement, shall comply with all laws, rules and regulations, Federal, State or local, applicable to Grantee's use of said Easement.

M. Any notice to be given by the Power Company shall be deemed as given when posted in the United States Mail and addressed to the City of Mobile, City Hall, P. O. Box 1827, Mobile, Alabama 36633-1827. Any notice to be given by the City of Mobile shall be deemed as given when posted in the United States Mail and addressed to

Alabama Power Company, P. O. Box 2247, Mobile, Alabama 36652-2247.

TO HAVE AND TO HOLD the same to the said Power Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said City of Mobile, a Municipal Corporation, has caused this instrument to be executed in its name by ______________________________, as its Mayor and attested by ______________________________, as its City Clerk, and its corporate seal to be hereto affixed and the Alabama Power Company, a corporation, has caused this instrument to be executed by Blake Jarrett, as its Team Leader, on this the ____________ day of ______________________, 2021.

W.E. # A6553-56-A021

Attest:

CITY OF MOBILE,
A MUNICIPAL CORPORATION

____
It's City Clerk

By: ______________________
Its: Mayor

ALABAMA POWER COMPANY

____

By: ______________________
Its: Team Leader

STATE OF ALABAMA
COUNTY OF MOBILE

I, ERICA MAIZE, a Notary Public, in and for said County in said State, hereby certify that Blake Jarrett, whose name as Team Leader of Alabama Power Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 23rd day of MARCH, 2021.

ERICA C MAIZE
Notary Public, Alabama State At Large
My Commission Expires
January 19, 2022

Erica Maize
Notary Public-State at Large
My Commission Expires: January 19, 2022

STATE OF ALABAMA
COUNTY OF MOBILE

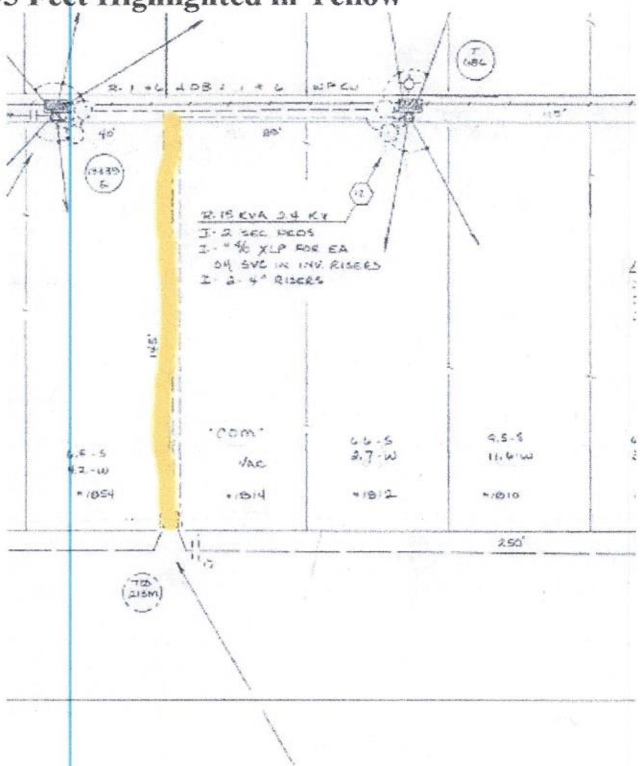
I, ______________________, a Notary Public, in and for said County in said State, hereby certify ______________________ whose name as ______________________ of the City of Mobile, Alabama, a municipal corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the ________ day of ______________, 2021.

____
Notary Public
My Commission Expires: ____________

Exhibit "A "

145 Feet Highlighted in Yellow



4

AGENDA ITEM SUMMARY SHEET

Agenda of:3/30/2021

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER JOEL DAVES

Purpose and Scope of Project:
FUNDS WILL BE USED TO ASSIST WITH THE REMOVAL OF STORM DEBRIS, REMOVAL OF FALLEN TREES FROM TWO ENTRANCES AND REPLACE THE COLUMNS DAMAGED DURING HURRICANE SALLY

Amount of Contract:
$1,837.50

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

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	3/23/2021 - 2:04 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/30/2021

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER JOHN WILLIAMS

Purpose and Scope of Project:

FUNDS WILL BE USED FOR THEIR LEADERSHIP PROGRAM FOR HIGH SCHOOL SENIORS KNOWN AS THE T.A.L.L. (TILLMAN'S CORNER AREA LEARNING LEADERSHIP) TO ASSIST WITH FUNDING FOR THE CIRRICULUM, TRAVEL, SUPPLIES AND SCHOLARSHIP MONIES.

Amount of Contract:

$5,000.00

Funding Source

Project # DSC-04 / 10041020-42080 **Discretionary Funds** DSC-04

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	3/23/2021 - 1:59 PM

AGENDA ITEM SUMMARY SHEET

Agenda of: 3/30/2021

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER JOEL DAVES

Purpose and Scope of Project:
FUNDS WILL BE USED FOR THE SUPPORT OF THEIR TEACHER INCENTIVES PROGRAM (GIFT CARDS, SNACKS, CLASSROOM SUPPLIES, EAR BUDS/HEADPHONES) TO REWARD THE STUDENTS FOR MEETING READING AND MATH GOALS.

Amount of Contract:
$1,000.00

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

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	3/23/2021 - 2:08 PM

AGENDA ITEM SUMMARY SHEET

Agenda of: 3/30/2021

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize the execution of the Settlement Agreement and Releases of Claims arising out of the claim of Tierra Coleman

Amount of Contract:
n/a

Effective Date of Contract:
4/6/2021

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Coleman

Discretionary Funds n/a

Project String n/a

Contract Number: 72007200 - 42135 funding source

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	3/24/2021 - 11:42 AM
Legal	Kern, Chris	Approved	3/24/2021 - 1:23 PM
Legal	Kern, Chris	Approved	3/24/2021 - 1:23 PM

Mayors Office	Barber, James	Approved	3/25/2021 - 2:22 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/30/2021

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	3/25/2021 - 10:47 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/30/2021

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	3/25/2021 - 3:19 PM

AGENDA ITEM SUMMARY SHEET

Agenda of: 3/30/2021

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize the Mayor and City Clerk to execute and attest, respectively, the Project Development Agreement by and between Mobile County, the City of Mobile, and SALP, LLC.

Amount of Contract:
$3,000,000.00

Effective Date of Contract:
4/6/2021

Funding Source

Project # Resolution for Project Development Agreement

Discretionary Funds n/a

Project String Project Development Agreement with Mobile County City of Mobile and SALP LLC

Contract Number: #C0007 City Share Economic Development Incentives

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	3/25/2021 - 2:08 PM
Legal	Kern, Chris	Approved	3/25/2021 - 2:15 PM

Capital	Hollins, Tiffany	Approved	3/25/2021 - 2:24 PM
Mayors Office	Barber, James	Approved	3/26/2021 - 11:23 AM