AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, March 9, 2021, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

   Pastor John Parker, Emmanuel Seventh-day Adventist Church

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

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

6. **APPROVAL OF MINUTES**

   March 2, 2021

7. **COMMUNICATIONS FROM THE MAYOR**

8. **ADOPTION OF THE AGENDA**

9. **APPEALS**

   Request of Beryl Newchurch for a waiver of the Noise Ordinance at the Bragg-Mitchell Mansion on March 27, 2021, 7:00-10:00 p.m.(District 1).

   Request of Tony Pope for a waiver of the Noise Ordinance in Public Safety Memorial Park on every Sunday in March and April from 2:30-6:00 p.m. (District 5).

   Request of Darcy Hale, 2753 Brookley Avenue, for a waiver of the Noise Ordinance on March 20, 2021, from 3:00-10:00 p.m. (District 5).

10. **PUBLIC HEARINGS**

    Public hearing to declare the structure at 1205 Belle Cour Drive East a public nuisance and order it demolished (District 3).

    Public hearing to declare the structure at 724 Kentucky Street a public nuisance and order it demolished (District 3).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Shonnda Smith, presentation of Parks Department employee of the month

ESSENTIAL/COVID 19 ITEMS HELD OVER

40-101 Declare the structure at 709 Mandrell Street a public nuisance and order it secured/demolished (sponsored by Councilmember Daves).

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

38-015 Ordinance to amend Section 38-24 of the City Code to permit the transfer of unclaimed property held by Municipal Court to the General Fund (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

64-016 Ordinance to rezone property located at 5001 & 5009 Cottage Hill Road (southwest corner of Cottage Hill Road and North Demetropolis Road) from R-1 and B-2 to B-2.

01-136 Authorize agreement with Alabama Pipe & Supply Company, Inc., for the EPA Gulf of Mexico Trash Free Waters Grant project, $75,600.00 (sponsored by Mayor Stimpson) (submitted Nick Amberger, Engineering Department).

03-137 Concur in the re-appointment of Larry Jackson to the AltaPointe Health Board of Directors (sponsored by City Council) (submitted by Lisa C. Lambert, City Clerk).

03-138 Appoint Hon. Freddie Stokes to the position of Adjunct Judge of Mobile Municipal Court (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

08-139 Approve purchase order to Donohoo Chevrolet LLC for three 2021 Chevrolet Tahoe Police SUVS, $107,835.78 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-140 Approve purchase order to Dennis Aluminum Products for 50 decorative sign posts, $21,860.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

21-141 Authorize a performance contract with GCB Entertainment, Inc. for the Gulf Coast Challenge, $200,000.00 (sponsored by Mayor Stimpson).

21-142 Authorize contract with Wrico Signs, Inc. for Trinity Gardens Park - Dotch Community Center - Marquee Sign Replacement, $73,200.00 (2020 CIP ID#2026 D1) (sponsored by Councilmember Richardson & Mayor Stimpson) (submitted by Brad Christensen, REAM).

21-143 Authorize contract with Bagby & Russell Electric Co Inc for an Access Control System Upgrade at the Mobile Alabama Cruise Terminal CBP Offices; $15,880.00 (60206020.42200); SR-017-21; sponsored by Councilmember Manzie & Mayor Stimpson (submitted by Brad Christensen, Real Estate Asset Management Dept)

21-144 Authorize contract with Johnson Controls Inc for an Ionization Tube Replacement at GulfQuest Maritime Museum; $44,927.00 (10044020.44020); FM-118-21; sponsored by Councilmember Manzie & Mayor Stimpson (submitted by Brad Christensen, Real Estate Asset Management Dept)

21-145 Authorize contract with Ozark Striping Company, Inc. for application of thermoplastic striping, marking and legends on various City roadways, $1,048,847.50 (CIP) (sponsored by Councilmembers Manzie, Richardson, Small, Williams, Daves, Rich, and Gregory) (submitted by Jennifer White, Traffic Engineering Department).

21-146 Authorize contract with Harris Contracting Services, Inc., for Spanish Plaza - Lighting Upgrades, $370,444.000 (sponsored by Councilmember Manzie & Mayor Stimpson) (submitted by Brad Christensen, REAM).

21-147 Authorize contract amendment with Barter & Associates, Inc. for Ladd Stadium Structural Repairs - Phase 2; PR-011-20, $7,500.00 (sponsored by Councilmember Manzie & Mayor Stimpson) (submitted by Brad Christensen, REAM).

31-148 Authorize a 2021 Arts, Culture & Community Assets Grant grant application to The Daniel Foundation of Alabama for mechanical upgrades to the Saenger Theatre, $2,000,000 (no match) (sponsored by Mayor Stimpson) (submitted by Brad Christensen, REAM).

21-155 Authorize contract with Jason Eversull, LLC, for Medical Director services for Mobile Fire Rescue Dept., $150,000 (3 yrs.) (sponsored by Mayor Stimpson) (submitted by Chief Lami, MFRD).

60-157 Approve settlement agreement and release of claims (Olisa Gamble, Noel Parrott, Shauntasia Bracy and Michael & Robin Freeman) (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

60-161 Establish the compensation of adjunct and acting municipal court judges (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

ESSENTIAL/COVID 19 ITEMS

65-018 Ordinance to amend and restate Chapter 65 of the City Code entitled

"Tree Protection and Management" (sponsored by Mayor Stimpson).

03-162 Concur in the appointment of Mary Stewart Nelson to the AltaPointe Health Board of Directors (sponsored by City Council) (submitted by Lisa C. Lambert, City Clerk).

03-163 Appoint Bridget Goff Archer to the Human Relations Commission (sponsored by Councilmember Rich) (submitted by Lisa C. Lambert, City Clerk).

08-164 Approve purchase order to Trane US Inc. for replacement central air/heating system components for the Saenger Theatre, $579,965.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-165 Approve purchase order to Stivers Ford Lincoln Inc. for 2021 Ford F150 4x4 crew cab pickup, $33,199.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-166 Approve item based bid award to Newman Traffic Signs & Vulcan Inc. for street name signs and brackets (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-167 Approve purchase order to CDW Government LLC for the HPE nimble adaptive flash backup data storage array, $40,690.13 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

09-168 Appropriate $250,000.00 to Bishop State Community College for an Advanced Manufacturing Center (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

21-169 Authorize contract with Osprey Initiative, LLC, for removal of litter on Dog River, Three Mile & One Mile Creeks, $200,000.00 (sponsored by Mayor Stimpson & City Council) (submitted by Nick Amberger, Engineering Department).

21-170 Authorize contract with Aeiker Construction Corporation for Langan Park - Pavilion Improvements, $507,275.00 (2021 CIP ID#2021-P-053 D7) (sponsored by Councilmember Gregory & Mayor Stimpson) (submitted by Brad Christensen, Real Estate Asset Management).

21-171 Authorize contract with Tindle Construction, LLC for Trimmier Park Improvements Restrooms, Concessions & Community Center, $482,000.00 (CIP ID#1096 D3) (sponsored by Councilmember Small & Mayor Stimpson) (submitted by Brad Christensen, Real Estate Asset Management).

21-172 Authorize a performance contract with the Navy League and reallocate $5,000 each from Districts 4 & 5 capital discretionary monies (sponsored by Mayor Stimpson & Councilmembers Daves & Williams) (submitted by Ricardo Woods, Legal Department).

21-173 Authorize contract with William Shaw, Technician, Gulf Coast Technology Center, $49,500.00 (sponsored by Mayor Stimpson) (submitted by James Barber, Public Safety).

21-174 Authorize contract with Jeremiah Moody, Technician, Gulf Coast Technology Center, $49,000.00 (sponsored by Mayor Stimpson) (submitted by James Barber, Public Safety).

21-175 Authorize contract with Andre King, Technician, Gulf Coast Technology Center, $59,500.00 (sponsored by Mayor Stimpson) (submitted by James Barber, Public Safety).

25-176 Accept permanent drainage easement from Debbie L. Pettway for the 2018 CIP Trinity Gardens Area street drainage improvements project (submitted by Carleen Stout-Clark & Nick Amberger).

31-177 Amend the ESG PY 2019 & 2020 Action Plan to change one of the nonprofits providing services for homeless prevention (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development).

31-178 Authorize application and acceptance of ADECA CDBG-CV Funds (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development).

40-179 Declare the structure at 1205 Belle Cour Drive East a public nuisance and order it demolished (sponsored by Councilmember Small).

40-180 Declare the structure at 724 Kentucky Street a public nuisance and order it demolished (sponsored by Councilmember Small).

60-181 Approve award of special bonus to the Parks & Recreation Employee of the Month for March, James Richardson (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Parks & Recreation Department).

03-182 Re-Appoint Gary Witherspoon to the Public Park and Recreation Board of the City of Mobile (Ernest F. Ladd Memorial Stadium) Board (sponsored by Councilmember Richardson) (submitted by Lisa C. Lambert, City Clerk).

12. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

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	3/3/2021 - 9:48 AM

AGENDA ITEM SUMMARY SHEET

Agenda of: 3/9/2021

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	3/4/2021 - 4:26 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

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	3/4/2021 - 8:45 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

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	3/4/2021 - 8:50 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

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	3/4/2021 - 4:25 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:
Councilmember C. J. Small - District 3

Purpose and Scope of Project:
Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:
N/A

Effective Date of Contract:
3/9/2021

Funding Source

Project # 1205 Belle Cour Drive E - ME-121-20 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

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

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	3/3/2021 - 9:52 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:
Councilmember - C. J. Small - District 3

Purpose and Scope of Project:
Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:
N/A

Effective Date of Contract:
3/9/2021

Funding Source

Project # 724 Kentucky Street - ME-115-20	**Discretionary Funds** N/A
Project String N/A	**Contract Number:**N/A
Budget Amendment **REDUCE** N/A **INCREASE** N/A	
Grant Funds N/A	**Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	3/3/2021 - 9:52 AM

AGENDA ITEM SUMMARY SHEET

Agenda of: 3/9/2021

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	3/4/2021 - 2:21 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Joel Daves - District 5

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition of garage/Securing of house

Amount of Contract:

N/A

Effective Date of Contract:

2/9/2021

Funding Source

Project # 709 Mandrell Street - ME-213-19

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	3/3/2021 - 9:31 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

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:3/9/2021

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to establish a procedure for the transfer of unclaimed monies held by the Municipal Court to the City's general fund in a manner similar to the one established in Ala. Code Sec. 19-3-87

Amount of Contract:
n/a

Effective Date of Contract:
3/9/2021

Funding Source

Project # Ordinance to Amend Chapter 38 Article I Section 38-24

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	2/24/2021 - 4:57 PM
Legal	Kern, Chris	Approved	2/25/2021 - 9:50 AM
Capital	Hollins, Tiffany	Approved	2/25/2021 - 11:48 AM

Mayors Office	Barber, James	Approved	2/25/2021 - 12:41 PM

AGENDA ITEM SUMMARY SHEET

Agenda of: 3/9/2021

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	1/28/2021 - 2:51 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

Submitted by:
Nicholas Amberger, Engineering

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
Contract execution between City of Mobile and Alabama Pipe and Supply Company for manufacturing of Marine Debris Interceptors (MDIs) that will prevent litter from reaching the Three Mile Creek Watershed. This is a grant funded project through EPA and their Trash Free Waters Grant program. Amount of contract is $75,600.00.

Amount of Contract:
$75,600.00

Funding Source

Project # EPA's Gulf of Mexico Trash Free Waters Grant MX-01D08020-0

Discretionary Funds

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	2/25/2021 - 11:47 AM
Legal	Kern, Chris	Approved	2/25/2021 - 12:05 PM
Legal	Kern, Chris	Approved	2/25/2021 - 12:05 PM
Mayors			2/25/2021 -

Office	Barber, James	Approved	12:39 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

Submitted by:
Lisa C. Lambert, City Clerk

Sponsored by:
City Council

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	2/22/2021 - 4:34 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to appoint Freddie Stokes to the position of adjunct judge of the Mobile Municipal Court

Amount of Contract:
n/a

Effective Date of Contract:
3/9/2021

Funding Source

Project # Resolution appointing adjunct judge **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	Kern, Chris	Approved	2/24/2021 - 3:53 PM
Legal	Barfield, Becky	Approved	2/24/2021 - 3:54 PM
Legal	Kern, Chris	Approved	2/24/2021 - 3:55 PM
Mayors Office	Barber, James	Approved	2/25/2021 - 12:39 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of Purchase Order to Donohoo Chevrolet LLC for 3 Chevrolet Tahoe Police Package SUVs.

General fund, fleet capital.

Amount of Contract:
$107,835.78

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20210225 Donohoo Agenda Package POs	Cover Memo	2/25/2021

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	2/25/2021 - 2:29 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
6266	2021	(F7000) MOTOR POOL	3 2021 CHEVROLET TAHOE POLICE PACKAGE SUVS (AL STATE CONTRACT)	$107,835.78	(293039) DONOHOO CHEVROLET 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

Bill To
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org

Requisition 00006266-00 FY 2021

Acct No:
7000.40.20.0000.0000.2070.0000.0000.47120.
Review:
Buyer:
Status: Approved

Page 1

Vendor
DONOHOO CHEVROLET LLC
1000 GREENHILL BLVD NW

FORT PAYNE, AL 35967

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

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
02/10/21	293039	02/09/21			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	LARGE SUV AS SPECIFIED: 2021 CHEVROLET TAHOE 2WD 4 DOOR COMMERCIAL COLOR SATIN STEEL.	3.00 EACH	35945.26000	107835.78

Additional Description Notes

2021 CHEVROLET TAHOE 2WD 4 DOOR COMMERCIAL COLOR SATIN STEEL. REQUESTED BY POLICE DEPARTMENT.
VENDOR TO PROVIDE 2021 OR NEWER CHEVROLET TAHOE PPV AS PER STATE OF ALABAMA CONTRACT T-191L, 999 21*43 Donohoo Chevrolet VC000049701 AND THEIR QUOTE EMAILED FEBRUARY 10, 2021.

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP01530 .VEHICLEEXP. . 107835.78

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 107835.78

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

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==================================================================================
  Bill To                                 |          Requisition 00006266-00  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
  DONOHOO CHEVROLET LLC                       MOTOR POOL
  1000 GREENHILL BLVD NW                      745 BROAD STREET

                                              MOBILE, AL 36604
  FORT PAYNE, AL 35967                        CARTERD@CITYOFMOBILE.ORG

  Tel#256-273-4862                            Delivery Reference
      Fax 256-845-6974                        DIANE CARTER-MCCARTY

                                              Deliver To
                                              MOTOR POOL
                                              745 BROAD STREET

                                              MOBILE, AL 36604


----------------------------------------------------------------------------------
  Date        |Vendor |Date     |Ship       |          |
  Ordered     |Number |Required |Via        |Terms     |Department
----------------------------------------------------------------------------------
  02/10/21    |293039 |02/09/21 |                      |MOTOR POOL
----------------------------------------------------------------------------------
 LN Description / Account                         Qty     Unit Price     Net Price
     Account                                             Amount  Remaining Budget
     E MP01530   .VEHICLEEXP.         .               107835.78        1751080.05

     ***** General Ledger Summary Section *****
     Account                                             Amount  Remaining Budget
     7000.40.20.0000.0000.2070.0000.0000.47120.
                                                      107835.78
        MOTOR POOL EXP                VEHICLE ACQ (GREATER $5000)

     ***** Approval/Conversion Info *****
     Activity  Date      Clerk                  Comment
     Approved  02/09/21  DIANE MCCARTY
     Approved  02/11/21  DIANE MCCARTY
     Rejected  02/10/21  JOHN PAINE               per your request
     Approved  02/24/21  DONNA MICHELE STANLEY    Auto approved by: 9105paij
     Approved  02/24/21  DONALD ROSE              Auto approved by: 9105paij
     Approved  02/24/21  SANDRA LEWIS             Auto approved by: 9105paij
     Approved  02/24/21  HEATHER KIHYET           Auto approved by: 9105paij
     Approved  02/24/21  JOHN PAINE


                 Authorized By: ___________________________  Date: _____________
                                     Signature
```

T191L Law Enforcement Vehicle Master Agreement

999 20*210 Stivers Ford VC000042177 Effective Date: 3/25/20 – 3/25/21			
	Make	Model	Price
Line 1	Ford	Police Interceptor Utility	$30,545.00
Line 2	Ford	Expedition SSV	$33,843.00
Line 3	Ford	F150 First Responder (Pursuit Rated)	$31,343.00

999 20*211 Donohoo Chevrolet VC000049701 Effective Date: 3/25/20 – 3/25/21			
	Make	Model	Price
Line 1	Chevrolet	Silverado 1500 SSV Crew Cab	$28,698.00

999 20*212 Stivers Brothers dba Stivers Chrysler Dodge Jeep Ram VS000054430 Effective Date: 6/25/20 – 3/25/21			
	Make	Model	Price
Line 1	Dodge	Charger (Not Pursuit Rated)	$22,978.77

999 21*42 Stivers Ford Lincoln VC000042177 Effective Date: 10/19/20 – 10/19/21			
	Make	Model	Price
Line 1	Ford	Police Interceptor Utility Hybrid	$33,776.00
Line 2	Ford	F150 SSV Crew Cab 2WD Pickup	$25,512.00

999 21*43 Donohoo Chevrolet VC000049701 Effective Date: 10/19/20 – 10/19/21			
	Make	Model	Price
Line 1	Chevrolet	Tahoe PPV (Pursuit Rated)	$33,563.00
Line 2	Chevrolet	Tahoe SSV (Non-Pursuit Rated)	$35,818.00
999 21*44 Riders Harley Davidson VC000118188 Effective Date: 10/19/20 – 10/19/21			
	Make	Model	Price
Line 1	Harley Davidson	FLHTP Electra Glide Motorcycle	$18,197.50
Line 2	Harley Davidson	FLHP Road King Motorcycle	$17,561.50

999 21*45 Stivers Brothers Chrysler Dodge Jeep Ram VS000054430 Effective Date: 10/19/20 – 10/19/21			
	Make	Model	Price
Line 1	Dodge	Charger PPV (Pursuit Rated) Sedan	$23,964.27
Line 2	Ram	1500 SSV Crew Cab Truck	$27,366.96
Line 3	Dodge	Durango SSV (Not Pursuit Rated)	$26,791.26
Line 4	Dodge	Durango PPV (Pursuit Rated)	$29,369.79

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

New

CONTRACT INFORMATION			
MASTER AGREEMENT NUMBER:	**MA 999 200000000210**	**NOT TO EXCEED AMOUNT:**	
Begin Date:	03/25/2020	Procurement Folder:	984914
Expiration Date:	03/25/2021	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	03/31/20	Version Number:	1

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 - LAW ENFORCEMENT VEHICLES - T191L
LAW ENFORCEMENT VEHICLES

Final

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:	Contact:
VC000042177: Stivers Ford Lincoln	Billy Bruce
4000 Eastern Boulevard	3346135000 EXT: 5056
Montgomery AL 36116	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	$30,545.000000	$0.00			$0.00	$0.00

0718045 - UTILITY VEHICLES, MEDIUM DUTY, 4 DOOR
UTILITY VEHICLE, LAW ENFORCEMENT FORD POLICE INTERCEPTOR
UTILITY VEHICLE, LAW ENFORCEMENT

FORD POLICE INTERCEPTOR UTILITY.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	$33,843.000000	$0.00			$0.00	$0.00

0718050 - UTILITY VEHICLES, HEAVY DUTY, 4 DOOR
UTILITY VEHICLE, LAW ENFORCEMENT FORD EXPEDITION SSV
UTILITY VEHICLE, LAW ENFORCEMENT

FORD EXPEDITION SSV

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	$31,343.000000	$0.00			$0.00	$0.00

0720326 - TRUCK, PICKUP, CREW CAB, 6 PASSENGER, GASOLINE AND DIESEL
TRUCK, CREW CAB, PURSUIT RATED FORD F150
CREW CAB TRUCK LAW ENFORCEMENT.
5'6" BOX WITH ECOBOOST V6, 4WD.

FORD F150 FIRST RESPONDER(PURSUIT RATED)

Final

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

0710540 - POLICE VEHICLES
OPTIONAL EQUIPMENT
OPTIONAL EQUIPMENT TO BE BILLED AT DEALER COST.
SEE VEHICLE TERMS AND CONDITIONS FOR DETAILS.
ALL OPTIONS TO BE ADDED TO THE ABOVE VEHICLES WHEN ORDERED.

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

96286 - Transportation of Goods, Shipping and Handling, and Other Fr
DELIVERY OF VEHICLES.
DELIVERY OF VEHICLES.

SEE VEHICLE TERMS AND CONDITIONS FOR SPECIFIC INFORMATION AND 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

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 ******************

<u>Vendor Registration and Subscription Fee</u>
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.

<u>Non-appropriation of funds</u>

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.

<u>Proration</u>

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.

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

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

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

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

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

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

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will 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

The definition of sale, for the purpose of this bid only, will be at the time of vehicle delivery and acceptance by the agency. Administrative fees will be due by the 20th of the month following the month of delivery. For example, administrative fees for vehicles delivered during the month of April will be due by the 20th of May. Only the base vehicle price will be used toward the "total dollar amount" for calculating the administrative fees. Administrative costs, such as title fees and charges for options will not be included in the calculation of the administrative fees.

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

Vehicles and Motor Cycles, Law Enforcement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

from the contractor’s standard color selection options. Additional cost for non-standard Motorcycle colors must be added to the PO on the vehicle option line.
Passenger vans disclaimer:
Some vans that appear on this contract do not conform to federal school bus safety standards and they may not be sold for use as school buses or activity buses.

Contract period:
Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, and terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

Ordering process:
Purchases for state agencies will be made by contract direct orders (DO’s) showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the vendor.

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

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

Descriptive literature:
Vendors may be required to provide complete descriptive, technical literature for evaluation. Reference to literature with a previous bid or to a website will not satisfy this requirement.
Literature, if requested, must be provided within 5 business days from the date of request. The literature must show the line item number on the bid and the make/model. Failure to provide the literature as outlined above will result in the rejection of your bid on that line item.
Physical inspection and operational evaluation may also be required without cost or obligation to the State of Alabama.

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

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

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

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

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

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

CREDIT APPLICATIONS/BUSINESS LICENSES, ETC:
Vendors may not require any state or other governmental entity buying from this contract to complete credit applications or any other forms.

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

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

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

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

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

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

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

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

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

ELECTRONIC PAYMENT

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

MANDATORY PRE-BID CONFERENCE:

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

DATE: February 13, 2020
TIME: 9:00 am
PLACE: State Purchasing
100 North Union Street, Suite 192
Montgomery, AL 36104

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

New

CONTRACT INFORMATION			
MASTER AGREEMENT NUMBER:	**MA 999 200000000211**	**NOT TO EXCEED AMOUNT:**	
Begin Date:	03/25/2020	Procurement Folder:	984914
Expiration Date:	03/25/2021	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	03/31/20	Version Number:	1

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 - LAW ENFORCEMENT VEHICLES - T191L
LAW ENFORCEMENT VEHICLES

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:	Contact:
VC000049701: Donohoo Chevrolet	Chad Johnson
1000 Greenhill Blvd Nw	2568453525 EXT: 1
Fort Payne AL 35967	Cjohnson@Donohoochevrolet.Com

COMMODITY / SERVICE INFORMATION								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	$28,698.000000	$0.00			$0.00	$0.00

0720326 - TRUCK, PICKUP, CREW CAB, 6 PASSENGER, GASOLINE AND DIESEL
TRUCK, CREW CAB, LAW ENFORCEMENT SILVERADO 1500
CREW CAB TRUCK LAW ENFORCEMENT.
SHORT BOX WITH 5.3L V8

CHEVROLET SILVERADO 1500 SSV CREW CAB

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

0710540 - POLICE VEHICLES
OPTIONAL EQUIPMENT
OPTIONAL EQUIPMENT TO BE BILLED AT DEALER COST.
SEE VEHICLE TERMS AND CONDITIONS FOR DETAILS.
ALL OPTIONS TO BE ADDED TO THE ABOVE VEHICLES WHEN ORDERED.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
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96286 - Transportation of Goods, Shipping and Handling, and Other Fr
DELIVERY OF VEHICLES
DELIVERY OF VEHICLES.

SEE VEHICLE TERMS AND CONDITIONS FOR SPECIFIC INFORMATION AND 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

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.

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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:
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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.

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

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

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

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

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

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

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will 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

The definition of sale, for the purpose of this bid only, will be at the time of vehicle delivery and acceptance by the agency. Administrative fees will be due by the 20th of the month following the month of delivery. For example, administrative fees for vehicles delivered during the month of April will be due by the 20th of May. Only the base vehicle price will be used toward the "total dollar amount" for calculating the administrative fees. Administrative costs, such as title fees and charges for options will not be included in the calculation of the administrative fees.

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

Vehicles and Motor Cycles, Law Enforcement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

from the contractor’s standard color selection options. Additional cost for non-standard Motorcycle colors must be added to the PO on the vehicle option line.
Passenger vans disclaimer:
Some vans that appear on this contract do not conform to federal school bus safety standards and they may not be sold for use as school buses or activity buses.

Contract period:
Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, and terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

Ordering process:
Purchases for state agencies will be made by contract direct orders (DO’s) showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the vendor.

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

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

Descriptive literature:
Vendors may be required to provide complete descriptive, technical literature for evaluation. Reference to literature with a previous bid or to a website will not satisfy this requirement.
Literature, if requested, must be provided within 5 business days from the date of request. The literature must show the line item number on the bid and the make/model. Failure to provide the literature as outlined above will result in the rejection of your bid on that line item.
Physical inspection and operational evaluation may also be required without cost or obligation to the State of Alabama.

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

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

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

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

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

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

CREDIT APPLICATIONS/BUSINESS LICENSES, ETC:
Vendors may not require any state or other governmental entity buying from this contract to complete credit applications or any other forms.

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

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

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

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

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

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

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

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

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

ELECTRONIC PAYMENT

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

MANDATORY PRE-BID CONFERENCE:

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

DATE: February 13, 2020
TIME: 9:00 am
PLACE: State Purchasing
100 North Union Street, Suite 192
Montgomery, AL 36104

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

New

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 200000000212**

NOT TO EXCEED AMOUNT:

Begin Date:	03/25/2020	Procurement Folder:	984914
Expiration Date:	03/25/2021	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	03/31/20	Version Number:	1

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 - LAW ENFORCEMENT VEHICLES - T191L
LAW ENFORCEMENT VEHICLES

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VS000054430: Stivers Brothers Automotive of Alabama Inc
DBA: Stivers Chrysler Dodge Jeep Ram
2209 Cobbs Ford Road

Prattville AL 36066

Contact:

billy bruce
334-613-5000
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	$22,978.770000	$0.00			$0.00	$0.00

0710541 - PURSUIT SEDAN, FULL SIZE, 4 DOOR, FRONT WHEEL DRIVE, 6 CYLIN
FULL SIZE SEDAN, DODGE CHARGER
FULL SIZE SEDAN, LAW ENFORCEMENT, 4 DOOR, REAR WHEEL DRIVE WITH 6 CYLINDER

DODGE CHARGER (NOT PURSUIT RATED)

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

0710540 - POLICE VEHICLES
OPTIONAL EQUIPMENT
OPTIONAL EQUIPMENT TO BE BILLED AT DEALER COST.
SEE VEHICLE TERMS AND CONDITIONS FOR DETAILS.
ALL OPTIONS TO BE ADDED TO THE ABOVE VEHICLES WHEN ORDERED.

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

96286 - Transportation of Goods, Shipping and Handling, and Other Fr
DELIVERY OF VEHICLES
DELIVERY OF VEHICLES.

SEE VEHICLE TERMS AND CONDITIONS FOR SPECIFIC INFORMATION AND 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

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.

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Bidder notarized own signature
Required information not submitted with bid response
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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.

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

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

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

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

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

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

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will 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

The definition of sale, for the purpose of this bid only, will be at the time of vehicle delivery and acceptance by the agency. Administrative fees will be due by the 20th of the month following the month of delivery. For example, administrative fees for vehicles delivered during the month of April will be due by the 20th of May. Only the base vehicle price will be used toward the "total dollar amount" for calculating the administrative fees. Administrative costs, such as title fees and charges for options will not be included in the calculation of the administrative fees.

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

Vehicles and Motor Cycles, Law Enforcement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

from the contractor’s standard color selection options. Additional cost for non-standard Motorcycle colors must be added to the PO on the vehicle option line.
Passenger vans disclaimer:
Some vans that appear on this contract do not conform to federal school bus safety standards and they may not be sold for use as school buses or activity buses.

Contract period:
Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, and terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

Ordering process:
Purchases for state agencies will be made by contract direct orders (DO’s) showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the vendor.

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

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

Descriptive literature:
Vendors may be required to provide complete descriptive, technical literature for evaluation. Reference to literature with a previous bid or to a website will not satisfy this requirement.
Literature, if requested, must be provided within 5 business days from the date of request. The literature must show the line item number on the bid and the make/model. Failure to provide the literature as outlined above will result in the rejection of your bid on that line item.
Physical inspection and operational evaluation may also be required without cost or obligation to the State of Alabama.

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

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

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

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

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

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

CREDIT APPLICATIONS/BUSINESS LICENSES, ETC:
Vendors may not require any state or other governmental entity buying from this contract to complete credit applications or any other forms.

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

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

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

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

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

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

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

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

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

ELECTRONIC PAYMENT

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

MANDATORY PRE-BID CONFERENCE:

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

DATE: February 13, 2020
TIME: 9:00 am
PLACE: State Purchasing
100 North Union Street, Suite 192
Montgomery, AL 36104

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

New

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 210000000042**

NOT TO EXCEED AMOUNT:

Begin Date:	10/19/2020	Procurement Folder:	1152102
Expiration Date:	10/19/2021	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	10/20/20	Version Number:	1

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 - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES
STATE OF ALABAMA LAW ENFORCEMENT VEHICLES

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000042177: Stivers Ford Lincoln

4000 Eastern Boulevard

Montgomery AL 36116

Contact:

Billy Bruce
3346135000 EXT: 5056
Bbruce@Stiversonline.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	$33,776.000000	$0.00			$0.00	$0.00

0718045 - UTILITY VEHICLES, MEDIUM DUTY, 4 DOOR
FORD POLICE INTERCEPTOR UTILITY HYBRID
FORD POLICE INTERCEPTOR UTILITY HYBRID / AWD POWERTRAIN

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	$25,512.000000	$0.00			$0.00	$0.00

0720326 - TRUCK, PICKUP, CREW CAB, 6 PASSENGER, GASOLINE AND DIESEL
FORD F150 SSV CREW CAB 2WD.
TRUCK, PICKUP, CREW CAB, 5 PASSENGER, GASOLINE.
NEWEST MODEL TO INCLUDE V8 ENGINE.

FORD F150 SSV CREW CAB 2 WD.

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

0710540 - POLICE VEHICLES
OPTIONAL EQUIPMENT - POLICE VEHICLES
OPTIONAL EQUIPMENT - POLICE VEHICLES
TO BE BILLED AT DEALER COST

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

96286 - Transportation of Goods, Shipping and Handling, and Other Fr
DELIVERY OF VEHICLES
DELIVERY OF VEHICLES - SEE VEHICLE TERMS AND CONDITIONS FOR SPECIFIC INFORMATION AND 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

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 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.

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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.

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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.

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

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

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

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

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

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

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will 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

The definition of sale, for the purpose of this bid only, will be at the time of vehicle delivery and acceptance by the agency.

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

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

Vehicles and Motorcycles, Law Enforcement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

from the contractor’s standard color selection options. Additional cost for non-standard Motorcycle colors must be added to the PO on the vehicle option line.
Passenger vans disclaimer:
Some vans that appear on this contract do not conform to federal school bus safety standards and they may not be sold for use as school buses or activity buses.

Contract period:
Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, and terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

Ordering process:
Purchases for state agencies will be made by contract direct orders (DO’s) showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the vendor.

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

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

Descriptive literature:
Vendors may be required to provide complete descriptive, technical literature for evaluation. Reference to literature with a previous bid or to a website will not satisfy this requirement.
Literature, if requested, must be provided within 5 business days from the date of request. The literature must show the line item number on the bid and the make/model. Failure to provide the literature as outlined above will result in the rejection of your bid on that line item.
Physical inspection and operational evaluation may also be required without cost or obligation to the State of Alabama.

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

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

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

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

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

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

CREDIT APPLICATIONS/BUSINESS LICENSES, ETC:
Vendors may not require any state or other governmental entity buying from this contract to complete credit applications or any other forms.

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

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

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

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

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

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

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

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

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

ELECTRONIC PAYMENT

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

PRE-BID CONFERENCE:
There will be a pre-bid conference for all vendors wishing to bid on this RFB. Vendors will be required to sign-in at the pre-bid conference. Vendors attending the pre-bid conference should come prepared to ask questions relative to this RFB.
To conserve time, vendors should submit their question(s) in advance. The question(s) must be submitted to the buyer in writing via the email listed on page one of this FRB. Questions must be submitted in a timely manner prior to the pre-bid

conference in order to allow for a proper response. Time permitting the question(s) will be answered via response of the question's submission. All questions received and answered prior to the pre-bid conference will also be addressed during the conference. Any resulting changes to the specifications or terms and conditions will be published in the form of an amendment to this RFB. The Pre-Bid Conference will be as follow:

DATE: September 8, 2020
TIME: 9:30 am
PLACE: Alabama Department of Transportation Central Office
1409 Coliseum Blvd.
Conference Rooms 7 & 8
Montgomery, AL 36110

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

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

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

Participant Code: 467-098-17

Link: http://10.150.254.51/conference/46709817

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

New

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 210000000043**

NOT TO EXCEED AMOUNT:

Begin Date:	10/19/2020	Procurement Folder:	1152102
Expiration Date:	10/19/2021	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	10/20/20	Version Number:	1

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 - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES
STATE OF ALABAMA LAW ENFORCEMENT VEHICLES

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000049701: Donohoo Chevrolet

1000 Greenhill Blvd Nw

Fort Payne AL 35967

Contact:

Chad Johnson
2568453525 EXT: 1
Cjohnson@Donohoochevrolet.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	$33,563.000000	$0.00			$0.00	$0.00

0718050 - UTILITY VEHICLES, HEAVY DUTY, 4 DOOR
CHEVROLET TAHOE PPV (Pursuit Rated)
CHEVROLET TAHOE PPV (Pursuit Rated)

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	$35,818.000000	$0.00			$0.00	$0.00

0718050 - UTILITY VEHICLES, HEAVY DUTY, 4 DOOR
CHEVROLET TAHOE SSV (Not Pursuit Rated).
CHEVROLET TAHOE SSV (Not Pursuit Rated).

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

0710540 - POLICE VEHICLES
OPTIONAL EQUIPMENT
OPTIONAL EQUIPMENT - TO BE BILLED AT DEALER COST.

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

96286 - Transportation of Goods, Shipping and Handling, and Other Fr
DELIVERY OF VEHICLES.
DELIVERY OF VEHICLES. - SEE VEHICLE TERMS AND CONDITIONS FOR SPECIFIC INFORMATION AND 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

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 www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

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

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

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

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

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

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

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

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

Non-appropriation of funds
Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no

liquidated damages shall accrue to the State as a result. The State will not incur liability beyond the payment of accrued agreement payment.

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

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

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

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

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

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

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

Bid 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.

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

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will 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

The definition of sale, for the purpose of this bid only, will be at the time of vehicle delivery and acceptance by the agency.

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

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

Vehicles and Motorcycles, Law Enforcement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

from the contractor’s standard color selection options. Additional cost for non-standard Motorcycle colors must be added to the PO on the vehicle option line.
Passenger vans disclaimer:
Some vans that appear on this contract do not conform to federal school bus safety standards and they may not be sold for use as school buses or activity buses.

Contract period:
Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, and terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

Ordering process:
Purchases for state agencies will be made by contract direct orders (DO’s) showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the vendor.

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

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

Descriptive literature:
Vendors may be required to provide complete descriptive, technical literature for evaluation. Reference to literature with a previous bid or to a website will not satisfy this requirement.
Literature, if requested, must be provided within 5 business days from the date of request. The literature must show the line item number on the bid and the make/model. Failure to provide the literature as outlined above will result in the rejection of your bid on that line item.
Physical inspection and operational evaluation may also be required without cost or obligation to the State of Alabama.

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

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

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

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

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

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

CREDIT APPLICATIONS/BUSINESS LICENSES, ETC:
Vendors may not require any state or other governmental entity buying from this contract to complete credit applications or any other forms.

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

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

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

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

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

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

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

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

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

ELECTRONIC PAYMENT

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

PRE-BID CONFERENCE:
There will be a pre-bid conference for all vendors wishing to bid on this RFB. Vendors will be required to sign-in at the pre-bid conference. Vendors attending the pre-bid conference should come prepared to ask questions relative to this RFB.
To conserve time, vendors should submit their question(s) in advance. The question(s) must be submitted to the buyer in writing via the email listed on page one of this FRB. Questions must be submitted in a timely manner prior to the pre-bid

conference in order to allow for a proper response. Time permitting the question(s) will be answered via response of the question's submission. All questions received and answered prior to the pre-bid conference will also be addressed during the conference. Any resulting changes to the specifications or terms and conditions will be published in the form of an amendment to this RFB. The Pre-Bid Conference will be as follow:

DATE: September 8, 2020
TIME: 9:30 am
PLACE: Alabama Department of Transportation Central Office
1409 Coliseum Blvd.
Conference Rooms 7 & 8
Montgomery, AL 36110

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

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

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

Participant Code: 467-098-17

Link: http://10.150.254.51/conference/46709817

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

New

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 210000000044** **NOT TO EXCEED AMOUNT:**

Begin Date:	10/19/2020	Procurement Folder:	1152102
Expiration Date:	10/19/2021	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	10/20/20	Version Number:	1

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 - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES
STATE OF ALABAMA LAW ENFORCEMENT VEHICLES

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000118188: Riders Harley-Davidson

4750 Norrell Drive

Trussville AL 35173

Contact:

Tim Peek
2056551234
Tpeek@Ridersharleydavidson.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	$18,197.500000	$0.00			$0.00	$0.00

07156 - Motorcycles
HARLEY DAVIDSON FLHTP ELECTRA GLIDE
MOTORCYCLE LAW ENFORCEMENT FULL SIZE

HARLEY DAVIDSON FLHTP ELECTRA GLIDE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	$17,561.500000	$0.00			$0.00	$0.00

07156 - Motorcycles
HARLEY DAVIDSON FLHP ROAD KING
MOTORCYCLE LAW ENFORCEMENT FULL SIZE

HARLEY DAVIDSON FLHP ROAD KING

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

0710540 - POLICE VEHICLES
OPTIONAL EQUIPMENT - POLICE VEHICLES
OPTIONAL EQUIPMENT - POLICE VEHICLES
TO BE BILLED AT DEALER COST.

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

96286 - Transportation of Goods, Shipping and Handling, and Other Fr
DELIVERY OF VEHICLES
DELIVERY OF VEHICLES
SEE VEHICLES TERMS AND CONDITIONS FOR SPECIFIC INFORMATION AND 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

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 www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

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

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

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

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

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

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

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

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

Non-appropriation of funds
Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no

liquidated damages shall accrue to the State as a result. The State will not incur liability beyond the payment of accrued agreement payment.

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

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

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

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

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

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

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

Bid 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.

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

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

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

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

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

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

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will 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

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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

The definition of sale, for the purpose of this bid only, will be at the time of vehicle delivery and acceptance by the agency.

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

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

Vehicles and Motorcycles, Law Enforcement:

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

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

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

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

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

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

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

from the contractor’s standard color selection options. Additional cost for non-standard Motorcycle colors must be added to the PO on the vehicle option line.
Passenger vans disclaimer:
Some vans that appear on this contract do not conform to federal school bus safety standards and they may not be sold for use as school buses or activity buses.

Contract period:
Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, and terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

Ordering process:
Purchases for state agencies will be made by contract direct orders (DO’s) showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the vendor.

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

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

Descriptive literature:
Vendors may be required to provide complete descriptive, technical literature for evaluation. Reference to literature with a previous bid or to a website will not satisfy this requirement.
Literature, if requested, must be provided within 5 business days from the date of request. The literature must show the line item number on the bid and the make/model. Failure to provide the literature as outlined above will result in the rejection of your bid on that line item.
Physical inspection and operational evaluation may also be required without cost or obligation to the State of Alabama.

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

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

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

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

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

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

CREDIT APPLICATIONS/BUSINESS LICENSES, ETC:
Vendors may not require any state or other governmental entity buying from this contract to complete credit applications or any other forms.

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

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

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

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

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

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

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

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

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

ELECTRONIC PAYMENT

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

PRE-BID CONFERENCE:
There will be a pre-bid conference for all vendors wishing to bid on this RFB. Vendors will be required to sign-in at the pre-bid conference. Vendors attending the pre-bid conference should come prepared to ask questions relative to this RFB.
To conserve time, vendors should submit their question(s) in advance. The question(s) must be submitted to the buyer in writing via the email listed on page one of this FRB. Questions must be submitted in a timely manner prior to the pre-bid

conference in order to allow for a proper response. Time permitting the question(s) will be answered via response of the question's submission. All questions received and answered prior to the pre-bid conference will also be addressed during the conference. Any resulting changes to the specifications or terms and conditions will be published in the form of an amendment to this RFB. The Pre-Bid Conference will be as follow:

DATE: September 8, 2020
TIME: 9:30 am
PLACE: Alabama Department of Transportation Central Office
1409 Coliseum Blvd.
Conference Rooms 7 & 8
Montgomery, AL 36110

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

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

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

Participant Code: 467-098-17

Link: http://10.150.254.51/conference/46709817

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

New

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 210000000045** **NOT TO EXCEED AMOUNT:**

Begin Date:	10/19/2020	Procurement Folder:	1152102
Expiration Date:	10/19/2021	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	10/20/20	Version Number:	1

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 - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES
STATE OF ALABAMA LAW ENFORCEMENT VEHICLES

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VS000054430: Stivers Brothers Automotive of Alabama Inc
DBA: Stivers Chrysler Dodge Jeep Ram
2209 Cobbs Ford Road

Prattville AL 36066

Contact:

Butch Adkins
334-613-5000
ladkins@stiversonline.com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	$23,964.270000	$0.00			$0.00	$0.00

0710544 - PURSUIT SEDAN, FULL SIZE, 4 DOOR, REAR WHEEL DRIVE, 8 CYLIND
DODGE CHARGER PPV (PUSUIT RATED)
FULL SIZE SEDAN, LAW ENFORCEMENT

DODGE CHARGER PPV (PURSUIT RATED)

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	$27,366.960000	$0.00			$0.00	$0.00

0720326 - TRUCK, PICKUP, CREW CAB, 6 PASSENGER, GASOLINE AND DIESEL
RAM 1500 SSV CREW CAB TRUCK
CREW CAB FULL SIZE TRUCK SPECIAL SERVICE PACKAGE. TO INCLUDE V8 ENGINE, INTERGRATED RAM BOXES, POWER DRIVERS SEAT.
*5 PASSENGER

RAM 1500 SSV

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	$26,791.260000	$0.00			$0.00	$0.00

0718050 - UTILITY VEHICLES, HEAVY DUTY, 4 DOOR
DODGE DURANGO SSV (NOT PURSUIT RATED)
DODGE DURANGO SSV (Not Pursuit Rated)

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	$29,369.790000	$0.00			$0.00	$0.00

0718050 - UTILITY VEHICLES, HEAVY DUTY, 4 DOOR
DODGE DURANGO (PURSUIT RATED)
DODGE DURANGO PPV.(Pursuit Rated)

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

0710540 - POLICE VEHICLES
OPTIONAL EQUIPMENT - POLICE VEHICLES
OPTIONAL EQUIPMENT - POLICE VEHICLES
TO BE BILLED AT DEALER COST.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0		$0.000000	$0.00			$0.00	$0.00

96286 - Transportation of Goods, Shipping and Handling, and Other Fr
DELIVERY OF VEHICLES
DELIVERY OF VEHICLES - SEE VEHICLE TERMS AND CONDITIONS FOR SPECIFIC INFORMATION AND 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

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 www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

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

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

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

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

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

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

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

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

Non-appropriation of funds
Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no

liquidated damages shall accrue to the State as a result. The State will not incur liability beyond the payment of accrued agreement payment.

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

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

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

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

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

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

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

Bid 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.

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

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

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

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

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

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

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will 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

The definition of sale, for the purpose of this bid only, will be at the time of vehicle delivery and acceptance by the agency. Administrative fees will be due by the 20th of the month following the month of delivery. For example, administrative fees for vehicles delivered during the month of April will be due by the 20th of May. Only the base vehicle price will be used toward the "total dollar amount" for calculating the administrative fees. Administrative costs, such as title fees and charges for options will not be included in the calculation of the administrative fees.

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

Vehicles and Motorcycles, Law Enforcement:

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

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

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

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

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

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

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

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

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

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

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

Descriptive literature:
Vendors may be required to provide complete descriptive, technical literature for evaluation. Reference to literature with a previous bid or to a website will not satisfy this requirement.
Literature, if requested, must be provided within 5 business days from the date of request. The literature must show the line item number on the bid and the make/model. Failure to provide the literature as outlined above will result in the rejection of your bid on that line item.
Physical inspection and operational evaluation may also be required without cost or obligation to the State of Alabama.

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

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

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

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

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

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

CREDIT APPLICATIONS/BUSINESS LICENSES, ETC:
Vendors may not require any state or other governmental entity buying from this contract to complete credit applications or any other forms.

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

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

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

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

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

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

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

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

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

ELECTRONIC PAYMENT

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

PRE-BID CONFERENCE:
There will be a pre-bid conference for all vendors wishing to bid on this RFB. Vendors will be required to sign-in at the pre-bid conference. Vendors attending the pre-bid conference should come prepared to ask questions relative to this RFB.
To conserve time, vendors should submit their question(s) in advance. The question(s) must be submitted to the buyer in writing via the email listed on page one of this FRB. Questions must be submitted in a timely manner prior to the pre-bid

conference in order to allow for a proper response. Time permitting the question(s) will be answered via response of the questions submission. All questions received and answered prior to the pre-bid conference will also be addressed during the conference. Any resulting changes to the specifications or terms and conditions will be published in the form of an amendment to this RFB. The Pre-Bid Conference will be as follow:

DATE: September 8, 2020
TIME: 9:30 am
PLACE: Alabama Department of Transportation Central Office
1409 Coliseum Blvd.
Conference Rooms 7 & 8
Montgomery, AL 36110

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

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

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

Participant Code: 467-098-17

Link: http://10.150.254.51/conference/46709817

AGENDA ITEM SUMMARY SHEET

Agenda of: 3/9/2021

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Dennis Aluminum Products for 50 3in x 12ft decorative aluminum sign posts and 20 24in extension posts.

CIP

Amount of Contract:
$21,860.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20210225 Dennis Agenda Package POs	Cover Memo	2/25/2021

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	2/25/2021 - 2:31 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
4098	2021	(2060) TRAFFIC ENGINEERING	50 3IN X 12FT DECORATIVE ALUMINUM SIGN POSTS, 20 24IN EXTENSION POSTS (SEALED BID 5510)	$21,860.00	(44605) DENNIS ALUMINUM PRODUCTS

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 00004098-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor
DENNIS ALUMINUM PRODUCTS
12654 WOODLAND DR

FOLEY, AL 36535

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

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604
MARYBETH.BERGIN@CITYOFMOBILE.ORG

Delivery Reference
MARYBETH BERGIN

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via		Terms	Department
02/24/21	044605					TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
003	POST SIGN, DECORATIVE, ALUMINUM, 3" O.D. X 12' LENGTH, WITH CASTINGS #8397, 8396, & 9539, TO HAVE ALODIZED FINISH POWDER COATED GLOSS BLACK. VENDOR TO PROVIDE DAP 12 DEC PC OR EQUAL. AS PER MY BID 5510 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 17177	50.00 EACH	420.00000	21000.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0556 .OPERSUPPLS. .			21000.00

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

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

LN	Description / Account	Qty	Unit Price	Net Price
004	POST, SIGN ALUMINUM EXTENSION, 24" WITH 9/16" HOLES. VENDOR TO PROVIDE DEP EXT STD OR EQUAL, WITH ALODIZED FINISH. AS PER MY BID	20.00 EACH	43.00000	860.00

```
================================================================================
  Bill To                                  |         Requisition 00004098-00   FY 2021
  ACCOUNTS PAYABLE                         |
  P O BOX 389                              |Acct No:
                                           |2000.80.00.0000.0000.0000.0000.0000.44020.
  MOBILE, AL                               |Review:
  36601                                    |Buyer:  910518227
  vendorinvoices@cityofmobile.org          |Status: Approved                      Page 2
================================================================================
  Vendor                                       Ship To
  DENNIS ALUMINUM PRODUCTS                     TRAFFIC ENGINEERING
  12654 WOODLAND DR                            852 GAYLE STREET

                                               MOBILE, AL 36604
  FOLEY, AL 36535                              MARYBETH.BERGIN@CITYOFMOBILE.ORG

  Tel#251-978-8161                             Delivery Reference
      Fax 251-949-6608                         MARYBETH BERGIN

                                               Deliver To
                                               TRAFFIC ENGINEERING
                                               852 GAYLE STREET

                                               MOBILE, AL 36604


--------------------------------------------------------------------------------
  Date        |Vendor |Date      |Ship       |          |
  Ordered     |Number |Required  |Via        |Terms     |Department
--------------------------------------------------------------------------------
  02/24/21    |044605 |          |                      |TRAFFIC ENGINEERING
--------------------------------------------------------------------------------
 LN Description / Account                        Qty      Unit Price      Net Price
    5510 AND YOUR QUOTE.
    Vendor Item
    Inventory Item/Loc 17175

  1 2000.80.00.0000.0000.0000.0000.0000.44020.
     E C0556     .OPERSUPPLS.          .                                  860.00

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

    Deliver To
    TRAFFIC ENGINEERING
    852 GAYLE STREET
    MOBILE, AL 36604
```

Requisition Link

```
                              Requisition Total                         21860.00

     ***** Project Ledger Summary Section *****
     Account                                            Amount  Remaining Budget
     E C0556     .OPERSUPPLS.          .              21860.00         228140.00

     ***** General Ledger Summary Section *****
     Account                                            Amount  Remaining Budget
     2000.80.00.0000.0000.0000.0000.0000.44020.
                                                      21860.00
        CAPITAL IMPROVEMENTS FUND EXP   OPERATING SUPPLIES
```

munis
a tyler erp solution

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004098-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/21	044605				TRAFFIC ENGINEERING

LN Description / Account Qty Unit Price Net Price

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

Activity	Date	Clerk	Comment
Approved	12/30/20	TIFFANY HOLLINS	
Approved	12/30/20	MARILYN MCMILLAN	Auto approved by: 910514227
Approved	12/30/20	RELYA MALLORY	Auto approved by: 910514227
Approved	02/25/21	TIFFANY HOLLINS	
Approved	02/25/21	MARILYN MCMILLAN	Auto approved by: 910514227
Approved	02/25/21	RELYA MALLORY	Auto approved by: 910514227
Forward	12/31/20	JOHN PAINE	
Rejected	02/24/21	SANDRA LEWIS	PER MARY BETH
Approved	02/25/21	TAMMY BROADHEAD	Auto approved by: 910518820
Approved	02/25/21	EMILY NORTON	

Authorized By: ______________________________ Date: ______________
Signature

BID TABULATION FOR BID #5510
POST ALUMINUM

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

CITY OF MOBILE

PROCUREMENT DEPARTMENT

January 25, 2021

BID NOTICE

THE CITY OF MOBILE IS ISSUING BID #5510:

POST ALUMINUM

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

SELECT: Bid #5510 – POST ALUMINUM

BID MUST BE RETURNED IN A SEALED ENVELOPE.

WRITE THE BID #, YOUR COMPANY NAME,

AND DATE AND TIME OF BID ON THE OUTSIDE OF THE ENVELOPE.

SEALED BID | **CITY OF MOBILE** | **BID SHEET**

Do Not Return Via Email or Fax

This is Not an Order

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

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

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

Typed by: en Buyer: 006

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
01/25/2021	5510	Traffic Engineering	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Wednesday, February 10, 2021

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

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Firm Name ____________________

Typed Signature ____________________

By ____________________

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

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

BID CONTINUATION SHEET

Page ______ of ______

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

The following 3 items to be awarded All or None:

Appx 1–200 **Post Aluminum 12' Length as per the following and attached:**

Decorative Aluminum Sign Posts complete as follows:

- Posts shall be aluminum 12 foot long – 3 inch O.D. x .125 inch wall thickness.
- Finish shall be alodized, suitable for painting.
- Included in posts and installed on posts shall be a decorative base #8397.
- A decorative collar #8396 and a decorative top finial #9539.
- The decorative parts shall be installed on the posts using stainless steel set screws.
- All necessary holes shall be drilled and tapped for installation.
- Two 9/16 inch holes shall be drilled 18 inches from the bottom of the post and a 6 inch long 9/16 inch diameter rod shall be provided with each post for the City to insert at time of installation.
- Post shall be alloy 6063-T6, full hard.
- Complete poles shall be adequately wrapped to protect finish from damage during shipping and handling.
- Complete specifications shall be submitted with bid.
- All part numbers are from Dennis Aluminum.
- No predrilled holes for signs.

Dennis Aluminum #DAP12DEC or equal.

Make ________________ Model ________________

Furnish Literature and Specifications on item bid.

Appx 1–200

Decorative Aluminum Sign Posts complete with same Specifications as Item 3 with the following additions.

- Posts shall be powder coated gloss black before delivery to the City of Mobile.

Make ________________ Model ______________

Appx 1–200

Decorative Sign Post Extension.

- Aluminum pipe Alloy 6063-T6 3 ½ inch O.D. with 3/16 inch wall thickness Alodized Finish.
- 9/16 inch holes drilled for ½ inch Aluminum Rod.
- 9/16 inch holes to be drilled 8 inches from end of the pipe.

Make ________________ Model ______________

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name ______________________________

By ______________________________

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

BID CONTINUATION SHEET

Page ______ of ______

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Page 3 of 3

The following applies to all above items:

The City reserves the right to request a sample(s) prior to award of this bid.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

Pricing to be firm for a (1) one-year period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for (2) two additional (1) one-year periods.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

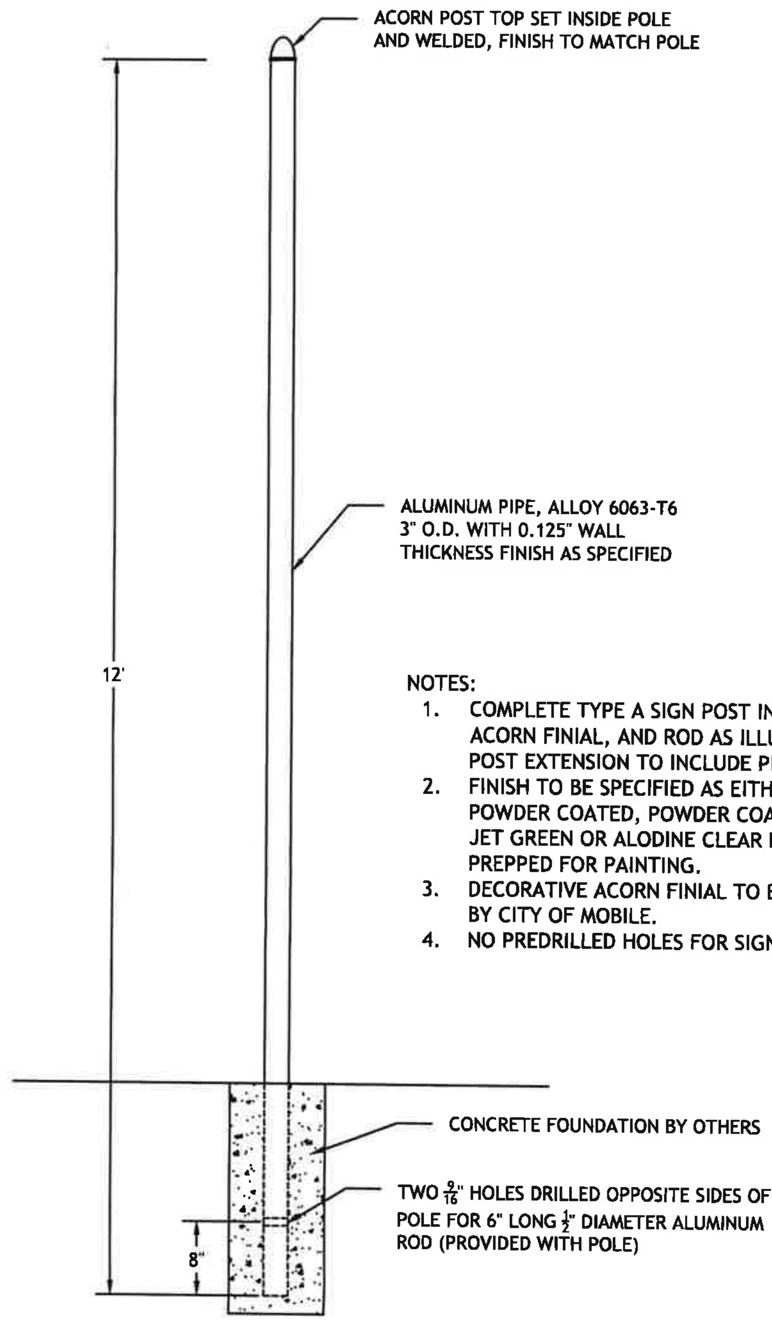
READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name ______________________

By ______________________

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

TYPE A SIGN POST



NOTES:

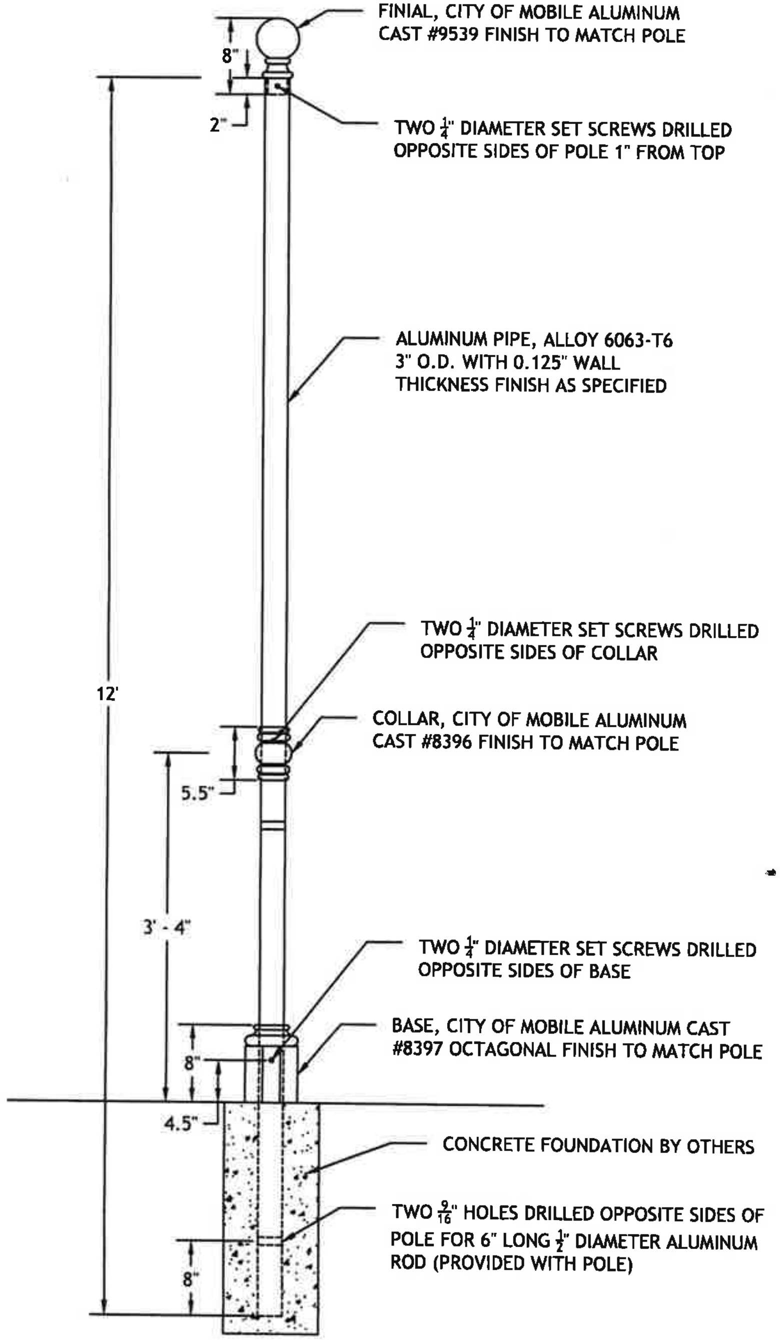
1. COMPLETE TYPE A SIGN POST INCLUDES PIPE, ACORN FINIAL, AND ROD AS ILLUSTRATED. POST EXTENSION TO INCLUDE PIPE ONLY.
2. FINISH TO BE SPECIFIED AS EITHER BLACK POWDER COATED, POWDER COATED MOBILE JET GREEN OR ALODINE CLEAR FINISH PREPPED FOR PAINTING.
3. DECORATIVE ACORN FINIAL TO BE APPROVED BY CITY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

CITY OF MOBILE, ALABAMA
TRAFFIC ENGINEERING DEPARTMENT

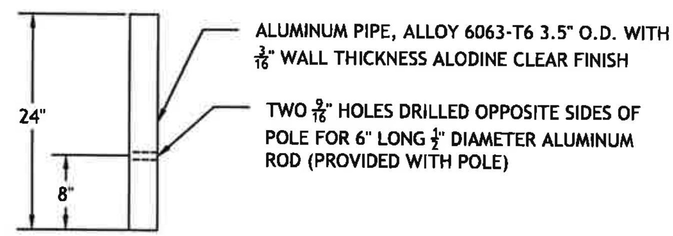
STANDARD SIGN POSTS
TYPE A AND U-CHANNEL

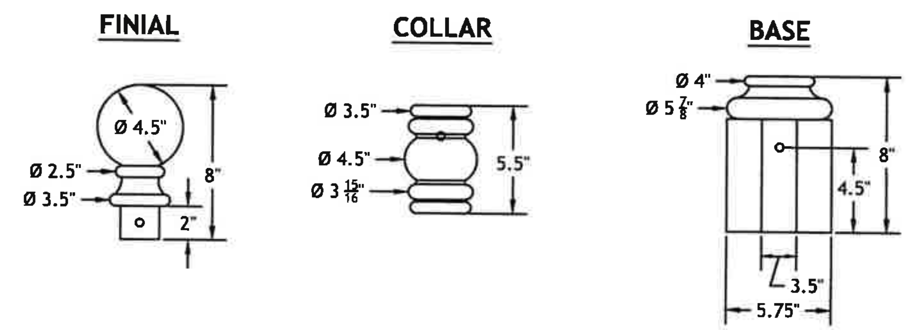
STANDARD DRAWING TE-1	SHEET 1 of 1	1/21/2021

TYPE B DECORATIVE SIGN POST



DECORATIVE SIGN POST EXTENSION





NOTES:

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

CITY OF MOBILE, ALABAMA
TRAFFIC ENGINEERING DEPARTMENT

DECORATIVE SIGN POSTS
TYPE B

STANDARD DRAWING TE-2	SHEET 1 of 1	6/25/2019

PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

Submitted by:

Relya Mallory, Finance Department

Sponsored by:

Mayor William S. Stimpson, City of Mobile

Purpose and Scope of Project:

GCB Ent., Inc. was created to enhance the exposure of Historically Black Colleges and Universities in this enriched community. The event highlights the community's exclusive interest in HBCU's and the roles they play in educating aspiring professionals and developing future leaders

Amount of Contract:

200,000.00

Funding Source

Project # GCB Entertainment Inc (P0063)	**Discretionary Funds**
Project String 60806080.42080	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Hollins, Tiffany	Approved	2/23/2021 - 3:42 PM
Capital	Hollins, Tiffany	Approved	2/24/2021 - 9:05 AM
Mayors Office	Barber, James	Approved	2/24/2021 - 9:53 AM

AGENDA ITEM SUMMARY SHEET

Agenda of: 3/9/2021

Submitted by:

Brad Christensen, Director of Real Estate Asset Management

Sponsored by:

Councilmember Richardson & Mayor Stimpson

Amount of Contract:

$73,200.00

Funding Source

Project # Trinity Gardens Park - Dotch Community Center - Marquee Sign Replacement PR-054-20	**Discretionary Funds**
Project String 20002000-48010	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Christensen, Brad	Approved	2/21/2021 - 3:03 PM
Capital	Hollins, Tiffany	Approved	2/22/2021 - 10:19 AM
Legal	Kern, Chris	Approved	2/22/2021 - 12:42 PM
Mayors Office	Barber, James	Approved	2/25/2021 - 12:41 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

Submitted by:

Brad Christensen, Real Estate Asset Management Dept

Sponsored by:

Councilmember Manzie & Mayor Stimpson

Purpose and Scope of Project:

To perform an Access Control System Upgrade at the Mobile Alabama Cruise Terminal CBP Offices. This is essential to government operations due to safety & maintenance concerns at the Mobile Alabama Cruise Terminal CBP Offices.

Amount of Contract:

$15,880.00

Funding Source

Project # Mobile Alabama Cruise Terminal CBP Offices – Access Control System Upgrade SR-017-21	**Discretionary Funds**
Project String 60206020.42200 (Cruise Terminal-Professional & Technical operating account)	**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	2/21/2021 - 3:08 PM
Budget	Sapp, Celia	Approved	2/22/2021 - 9:27 AM
			2/22/2021 -

Legal	Kern, Chris	Approved	12:30 PM
Legal	Kern, Chris	Approved	2/22/2021 - 12:31 PM
Mayors Office	Barber, James	Approved	2/25/2021 - 12:40 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

Submitted by:

Brad Christensen, Real Estate Asset Management Dept

Sponsored by:

Councilmember Manzie & Mayor Stimpson

Purpose and Scope of Project:

To perform a replacement of Ionization Tubes at the GulfQuest Maritime Museum. This is essential to government operations due to safety & maintenance concerns at the GulfQuest Maritime Museum.

Amount of Contract:

$44,927.00

Funding Source

Project # GulfQuest Maritime Museum – Ionization Tube Replacement FM-118-21	**Discretionary Funds**
Project String 10044020.44020 GulfQuest-Operating Supplies (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	2/21/2021 - 3:06 PM
Budget	Sapp, Celia	Approved	2/22/2021 - 9:30 AM
Legal	Kern, Chris	Approved	2/22/2021 - 12:35 PM
Legal	Kern, Chris	Approved	2/22/2021 - 12:36 PM

Mayors Office	Barber, James	Approved	2/25/2021 - 12:40 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

Submitted by:

Jennifer White, Traffic Engineering Department

Sponsored by:

Councilmembers Manzie, Richardson, Small, Williams, Daves, Rich, and Gregory

Purpose and Scope of Project:

Application of Thermoplastic Striping, Marking and Legends on Various City of Mobile Roadways. This is a necessary essential function of the Council with regard to Public Works (Infrastructure). District allocations from all districts for two fiscal years. 2019 CIP Projects 2017-70, 2017-178, 2017-241, 2017-311, 2017-368, 2017-420, 2017-492. 2020 CIP Projects 2022, 2032, 2045, 2051, 2060, 2069, 2079.

Amount of Contract:

$1,048,847.50

Funding Source

Project # 2019 Roadway Striping (RWS19) **Discretionary Funds**

Project String 20002000.48010 **Contract Number:**3154

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Traffic Engineering	Bergin, Marybeth	Approved	2/19/2021 - 6:00 PM
Capital	Hollins, Tiffany	Approved	2/22/2021 - 11:18 AM
Legal	Kern, Chris	Approved	2/22/2021 - 12:52 PM
Mayors	Barber, James	Approved	2/25/2021 -

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

Submitted by:
Brad Christensen, Director of Real Estate Asset Management

Sponsored by:
Councilmember Manzie & Mayor Stimpson

Amount of Contract:
$370,444.00

Funding Source

Project # Spanish Plaza - Lighting Upgrades PR-063-20	**Discretionary Funds**
Project String 20002000-48010	**Contract Number:**3156
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Klotz, Cindy	Approved	2/24/2021 - 10:58 AM
Capital	Hollins, Tiffany	Approved	2/24/2021 - 11:29 AM
Legal	Kern, Chris	Approved	2/24/2021 - 3:58 PM
Mayors Office	Barber, James	Approved	2/25/2021 - 12:40 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

Submitted by:

Brad Christensen, Director of Real Estate Asset Management

Sponsored by:

Councilmember Manzie & Mayor Stimpson

Funding Source

Project # Ladd Stadium Structual Repairs - Phase 2; PR-011-20 **Discretionary Funds**

Project String 20002000-42200 **Contract Number:**2454

Budget Amendment **REDUCE** **INCREASE** 7,500.00

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Christensen, Brad	Approved	2/24/2021 - 4:27 PM
Capital	Hollins, Tiffany	Approved	2/24/2021 - 5:11 PM
Legal	Kern, Chris	Approved	2/24/2021 - 6:47 PM
Mayors Office	Barber, James	Approved	2/25/2021 - 12:39 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

Submitted by:

Brad Christensen, Director of Real Estate & Asset Mgt

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize the Mayor to apply, accept, and receive, if awarded, a foundation grant in the amount of $2,000,000.00 in support of the Mobile Saenger Threatre - Mechanical Upgrades, from The Daniel Foundation of Alabama for their 2021 Arts, Culture & Community Assets Grant. (There is no cost match requirement)

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds $2,000,000.00	**Matching Funds** 0

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	2/25/2021 - 10:47 AM
Legal	Kern, Chris	Approved	2/25/2021 - 12:19 PM
Legal	Kern, Chris	Approved	2/25/2021 - 12:20 PM
Mayors Office	Barber, James	Approved	2/25/2021 - 12:41 PM

AGENDA ITEM SUMMARY SHEET

Agenda of: 3/9/2021

Submitted by:
Chief Jeremy Lami, MFRD

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
Contract with Jason Eversull, LLC, for services as Mobile Fire Rescue Department's Medical Director.

General Fund.

Amount of Contract:
NTE $150,000

Effective Date of Contract:
4/1/2021

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
2021 Agenda Package MFRD Doc	Cover Memo	2/22/2021

REVIEWERS:

Department	Reviewer	Action	Date
Public Safety	Lami, Jeremy	Approved	2/22/2021 - 3:00 PM
			2/25/2021 - 7:29

Budget	Sapp, Celia	Approved	AM
Legal	Kern, Chris	Approved	2/25/2021 - 10:01 AM
Legal	Kern, Chris	Approved	2/25/2021 - 10:01 AM
Mayors Office	Barber, James	Approved	2/25/2021 - 12:40 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:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Jason Eversull, LLC, for three years, for Medical Director services for the Mobile Fire Rescue Department, in an amount not to exceed $150,000, attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

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

Professional Services Contract
City of Mobile

MOBILE
ALABAMA

Fire Service Medical Director

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this_______ day of ________ 2021, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Jason Eversull LLC, an Alabama Limited Liability Company (sometimes hereinafter "Contractor"), as follows:

WHEREAS, the City of Mobile is an Alabama -licensed Emergency Medical Provider Service (EMPS) under the Alabama Department of Public Health for, as those services are defined in Chapter 420-2-1 of the Alabama Department of Public Health Emergency Medical Services Administrative Code ("Administrative Code"), through its Mobile Fire and Rescue Department (MFRD); and,

WHEREAS, Rule 420-2-1-.05(h) of the Administrative Code requires that the City engage a Service Medical Director (SMD) to be responsible for medical direction and oversight for the day-to-day operations of the City's EMPS; and;

WHEREAS, the Contractor meets the qualifications for a SMD as set out in Rule 420-2-1-.15 and wishes to serve as the City's SMD; and,

NOW, THEREFORE, WITNESSETH:
City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. Contractor shall provide EMPS medical oversight for the MFRD as required by and in accordance with the Administrative Code.

B. Contractor shall meet and maintain the professional requirements in Administrative Code section 420-2-1-.06, and specifically maintain:

(1) a current license to practice medicine from the Medical Licensure Commission of Alabama,

(2) a current unrestricted Drug Enforcement Agency number

(3) an unrestricted Alabama controlled substances certificate

(4) an Office of Emergency Medical Services and Trauma Medical Direction Physician Identification number.

C. Contractor will provide oversight to ensure that all City of Mobile Emergency Medical Services Personnel (EMSP) are properly educated and licensed.

D. Contractor will provide oversight to ensure that all City of Mobile EMSPs follow the current Alabama Department of Public Health, Office of Emergency Medical Services, Patient Care Protocols, and are in compliance with Chapter 420-2-1 of the Alabama Department of Health Administrative Code.

E. Contractor will provide oversight to ensure than an effective method of quality assurance and improvement is integrated into the City's EMPS delivery of patient care. Such oversight will include service and patient record reviews and visits to City EMPS facilities.

F. Contractor will take action to remove from service or provide remedial education to City EMSPs in furtherance of and in accordance with Contractor's responsibilities under Administrative Code 420-2-1.

G. City may request, and upon mutual agreement as to scope, price, and deliverables with Contractor, Contractor may perform other non-routine duties in support of the City's EMPS.

II. COMPENSATION

City hereby agrees to pay the Contractor $3,000.00 per month for routine services described above provided in the previous month. Contractor may also bill City for other services agreed to in advance and performed during the month at a rate of $150 per hour, inclusive of all costs to contractor to include travel and expenses. Contractor shall present City an invoice at the end of every month for the routine and non-routine services performed during the previous month. Additionally, Contractor may annually invoice and City agrees to pay, an amount not to exceed $5,000.00 as reimbursement for professional liability insurance premiums. Invoices shall be presented to Chief, EMS Division, Mobile Fire Rescue Department, 701 St Francis St, Mobile, AL 36602.

III. TERM OF AGREEMENT

The term of this Agreement shall commence on **April 1, 2021**, and shall continue for a period of three years.

IV. GENERAL PROVISIONS

A. Insurance: Contractor shall maintain EMS Medical Director Professional Liability Insurance and General Liability Insurance with minimum coverage of $1,000,000.00 per occurrence and $3,000,000.00 aggregate per year, issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured: Said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination. Evidence of such coverage is provided as **Exhibit A.**

B. Termination: Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

C. Breach/Attorney's Fees: In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

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

D. Financial Interest. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no-financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City.

E. Agency Relationship: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent

Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

F. Assignment: Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or derived solely at City's discretion.

G. Compliance with Law: Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

H. Venue: This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama

I. Records and Inspections: Contractor shall maintain complete and accurate records with respect to all matters performed pursuant to this Agreement. City shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities of Contractor. Such inspections shall not be in violation of confidentiality guarantees provided for herein.

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

K. Immigration: The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with 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 there from.

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

K. Notice: The City's representative for purposes of this Agreement is the Chief, Mobile Fire Rescue Department. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Mobile Fire Rescue Department
Chief, EMS Division
701 St. Francis St.
Mobile, Alabama 36602

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:
Jason Eversull LLC
3316 Willis Drive
Vestavia, AL 35243

L. Final Expression: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

M. Changes: Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

N. Severability: The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

O. Signatures:

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

FOR JASON EVERSULL LLC

BY: ______________________ Date: 12 FEB 21
Dr. Jason Eversull, MD, Member

FOR CITY OF MOBILE, A Municipal Corporation

BY: ______________________ Date: ________
Mayor

ATTEST:

______________________ Date: ________
City Clerk

Exhibits: A. Documentation of Insurance

JASOEVE-01 JULIERAISS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. 8201 North Hayden Road Scottsdale, AZ 85258	CONTACT NAME: Julie Raiss PHONE (A/C, No, Ext): (928) 515-0123 FAX (A/C, No): (928) 775-3429 E-MAIL ADDRESS: julie.raiss@nfp.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Nautilus Insurance Company — 17370
INSURED Jason Eversull LLC 3316 Willis Drive Vestavia, AL 35243	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			EMD1911294P1	4/1/2021	4/1/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab			EMD1911294P1	4/1/2021	4/1/2022	Each Claim	1,000,000
A	Professional Liab			EMD1911294P1	4/1/2021	4/1/2022	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subject to policy terms, conditions & exclusions.

CERTIFICATE HOLDER	CANCELLATION
City of Mobile Mobile Government Plaza 205 Government St. Mobile, AL 36602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Julie A Raiss

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize the City Attorney and the City Council Attorney or their respective designees to execute for and on behalf of the City of Mobile the settlement agreement and release of claims to settle claims for Olisa Gamble, Noel Parrott, Shauntasia Bracy, and Michael and Robin Freeman

Effective Date of Contract:
3/9/2021

Funding Source

Project # Resolution to settle claims

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	2/24/2021 - 3:36 PM
Legal	Kern, Chris	Approved	2/24/2021 - 3:51 PM
Budget	Sapp, Celia	Approved	2/25/2021 - 8:37 AM
Legal	Kern, Chris	Approved	2/25/2021 - 9:50 AM

Legal	Kern, Chris	Approved	2/25/2021 - 9:50 AM
Mayors Office	Barber, James	Approved	2/25/2021 - 2:30 PM

AGENDA ITEM SUMMARY SHEET

Agenda of: 3/9/2021

Submitted by:
Ricardo Woods, Legal Department

Sponsored by:
Mayor Stimpson

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	2/25/2021 - 2:31 PM

AGENDA ITEM SUMMARY SHEET

Agenda of: 3/9/2021

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	3/3/2021 - 10:56 AM

AGENDA ITEM SUMMARY SHEET

Agenda of: 3/9/2021

Submitted by:
Lisa C. Lambert, City Clerk

Sponsored by:
City Council

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	3/3/2021 - 3:18 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

Submitted by:
Lisa C. Lambert, City Clerk

Sponsored by:
Councilmember Rich

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Gauthier, Lana	Approved	3/4/2021 - 2:31 PM

AGENDA ITEM SUMMARY SHEET

Agenda of: 3/9/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Trane US Inc for replacement central air / heating system components for Saenger Theatre.

CIP.

Amount of Contract:

$579,965.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20210302 Trane Agenda Package POs	Cover Memo	3/2/2021

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	3/4/2021 - 1:56 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**
7139	2021	(3032) ARCHITECTURAL ENGINEERING	REPLACEMENT CENTRAL AIR/HEATING SYSTEM COMPONENTS FOR SAENGER THEATRE (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$579,965.00	(293908) TRANE US 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 00007139-00  FY 2021
  ACCOUNTS PAYABLE                         |
  P O BOX 389                              |Acct No:
                                           |2000.80.00.0000.0000.0000.0000.0000.47010.
  MOBILE, AL                               |Review:
  36601                                    |Buyer:  9105fola
  vendorinvoices@cityofmobile.org          |Status: Approved                   Page 1
================================================================================
  Vendor                                        Ship To
  TRANE US INC                                  SAENGER THEATER
  124 EAST I-65 SERVICE RD                      6 SOUTH JOACHIM STREET

                                                MOBILE, AL 36602
  MOBILE, AL 36607                              BRENDA.RHODES@CITYOFMOBILE.ORG

  Tel#251-295-1509                              Delivery Reference
      Fax 251-665-2920                          ROGER @ 251.214.1488

                                                Deliver To
                                                SAENGER THEATER
                                                6 SOUTH JOACHIM STREET

                                                MOBILE, AL 36602


--------------------------------------------------------------------------------
  Date       |Vendor |Date      |Ship       |         |
  Ordered    |Number |Required  |Via        |Terms    |Department
--------------------------------------------------------------------------------
  02/26/21   |293908 |          |                     |ARCHITECTURAL ENGINEERING
--------------------------------------------------------------------------------
 LN Description / Account                           Qty     Unit Price      Net Price

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

    PER OMNIA/US COMMUNITIES USC 15-JLP-023
    COOPERTIVE PURCHASING AGREEMENT.

    Trane's Proposal dated February 19, 2021
    Proposal Number:  J5-95266-1
    Quote Number:  18-548520-21-002


001 AIR/HEATING CENTRAL UNIT/PARTS:                1.00   579965.00000     579965.00
    Proposal #:  J5-95266-1 Quote #:               EACH
    18-548520-21-002 Co-op Contract #:
     USC 15-JLP-023 Ascend Model ACR
    Screw Chiller (ACRB)  Model #:
    ACRB2505AUA*LUUCXNC2CXHNXCDEV1HBCBX
    XAA1XXXXOX Product Date - ACRB
    Item:  A1 Qty: 1 (Tag(s): CH-1
    Air-Cooled Screw Chiller Unit
    Startup By Trane 250 Nominal Tons
    Screw w/Variable Volume Ration
    (GP4Vvi) 200 volt/60hz/3phase Made
    in USA - Pueblo, CO Invisisound
    Superior Sound attenuation - sound
    pressure per schedule UL
    Listed-US/Canadian Safety Standard
    ASME Pressure Vessel Code
    Refrigerant Charge R=-134A AHRI
    Certified ASHRAE 90.1 - 2016
```

Bill To | Requisition 00007139-00 FY 2021
ACCOUNTS PAYABLE |
P O BOX 389 |Acct No:
|2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL |Review:
36601 |Buyer: 9105fola
vendorinvoices@cityofmobile.org |Status: Approved Page 2

Vendor
TRANE US INC
124 EAST I-65 SERVICE RD

MOBILE, AL 36607

Tel#251-295-1509
Fax 251-665-2920

Ship To
SAENGER THEATER
6 SOUTH JOACHIM STREET

MOBILE, AL 36602
BRENDA.RHODES@CITYOFMOBILE.ORG

Delivery Reference
ROGER @ 251.214.1488

Deliver To
SAENGER THEATER
6 SOUTH JOACHIM STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/26/21	293908				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Grooved Pipe Connection Flow Switch Set Point 45cm/sec Factory Insulation - 0.75 inch Standard Ambient (32-105F) 6V Condenser Coil Modules Coated Round Tube, Plate Fin EC Condenser Fan Motors for al fans Variable Frequency Drive (1 Compr/CKT) Single Point Unit Power Connection Circuit Breaker High Fault Control Panel High Short Circuit Rating Factory Installed Transformer 15A-115V Convenience Outlet BACnet Interface (MS/TP) Architectural Louvered Panels Elastomeric Isolators (Fld) Reactor (>30% TDD) 10 Year Parts Whole Unit With AFD 10 Year Labor Whole Unit With AFD 10 Year Refrigerant Warranty Annual inspections with report Owner instruction Product Data - Performance Climate Changer (TCFS) Item: 81 Qty: 1 Tag(s): AHU-1 Unit Level 2" double wall foam R13 with thermal break Embossed Aluminum exterior panels (16 GA) Aluminum interior panels (16GA) Stainless steel double panel floor (16GA) Factory painted unit - slate gray Unit is shrink wrapped a· Structural aluminum base Thermal			

Bill To	Requisition 00007139-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
TRANE US INC	SAENGER THEATER
124 EAST I-65 SERVICE RD	6 SOUTH JOACHIM STREET
	MOBILE, AL 36602
MOBILE, AL 36607	BRENDA.RHODES@CITYOFMOBILE.ORG
Tel#251-295-1509	Delivery Reference
Fax 251-665-2920	ROGER @ 251.214.1488
	Deliver To
	SAENGER THEATER
	6 SOUTH JOACHIM STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/26/21	293908				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	break doors with paint and materials to match panels Marine Lights in all available sections wired to a single external switch No pipe cabinet Unit will fit existing roof curb Air Section (Pos #1) Mixing w/o filters Bottom opening with safety grate Marine light Leaving averaging temp sensor Air Section (Pos #2) Backdraft dampers Fan (Pos #3) Marine light Qty. (4) Plenum SWSI / Direct drive Inverter balance fan wheel Premium Eff TEFC 208/3 VFD/fan Transmitter/fan Economizer (Pos #6) Outside air intake = Ruskin ELF6375DXD Miami-Dade hurricane louvers, 6" aluminum Exhaust air = Ruskin ELF6375DXD Miami-Dade hurricane louvers, 6" aluminum Electronic damper actuator{s) Parallel blade return air damper internally mounted Filters (Pos #9) Bag/cartridge filter Upstream load 12" cart 65% eff. - MERV 11 Pleated media prefilter - MERV 8 Filter gage Coil (Pos #10) Hot water 1 Row Aluminum fins copper tubes Stainless steel casing Entering air averaging temp sensor			

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Bill To	Requisition 00007139-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

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Vendor	Ship To
TRANE US INC	SAENGER THEATER
124 EAST I-65 SERVICE RD	6 SOUTH JOACHIM STREET
	MOBILE, AL 36602
MOBILE, AL 36607	BRENDA.RHODES@CITYOFMOBILE.ORG
Tel#251-295-1509	Delivery Reference
Fax 251-665-2920	ROGER @ 251.214.1488
	Deliver To
	SAENGER THEATER
	6 SOUTH JOACHIM STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/26/21	293908				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Independently removable coils 3 Way modulating control valve - shipped loose for contractor installation {Fld) Air Section (Pos #11) Access Coil (Pos #14) Chilled water 8 Row Aluminum fins copper tubes Stainless steel drain pan Stainless steel casing Entering air averaging temp sensor Independently removable coils 115/60/1 UVC Lights 2 interlock switch UVC Light Switch 3 Way modulating control valve - shipped loose for contractor installation (Fld) Coil (Pos #15) Hot water 2 Row Aluminum fins copper tubes Stainless steel casing Entering air averaging temp sensor Independently removable coils 3 Way modulating control valve - shipped loose for contractor installation (Fld) Air Section (Pos #16) Access Air Section (Pos #17) Backdr aft dampers Fan (Pos #20) Qty (4) Plenum SWSI / Direct drive Inverter balance fan wheel Premium Eff TEFC 208/3 VFD/fan Fan discharge temperature sensor Transmitter/fan Air Section (Pos #21) Discharge plenum Bottom opening with safety grate Marine			

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================================================================================
  Bill To                            |           Requisition 00007139-00  FY 2021
  ACCOUNTS PAYABLE                   |
  P O BOX 389                        |Acct No:
                                     |2000.80.00.0000.0000.0000.0000.0000.47010.
  MOBILE, AL                         |Review:
  36601                              |Buyer:  9105fola
  vendorinvoices@cityofmobile.org    |Status: Approved                   Page 5
================================================================================
  Vendor                                 Ship To
  TRANE US INC                           SAENGER THEATER
  124 EAST I-65 SERVICE RD               6 SOUTH JOACHIM STREET

                                         MOBILE, AL 36602
  MOBILE, AL 36607                       BRENDA.RHODES@CITYOFMOBILE.ORG

  Tel#251-295-1509                       Delivery Reference
      Fax 251-665-2920                   ROGER @ 251.214.1488

                                         Deliver To
                                         SAENGER THEATER
                                         6 SOUTH JOACHIM STREET

                                         MOBILE, AL 36602
```

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/26/21	293908				ARCHITECTURAL ENGINEERING

```
 LN Description / Account                        Qty     Unit Price     Net Price
    light Air Section (Pos #24) VFDs
    internally mounted Controller
    internally mounted Multiple power
    connections are standard
    construction Factory installed
    Controls Package Variable volume
    control system UC600 BACnet
    controller Unit TD7 LCD screen
    Expansion module OA sensor (Fld)
    Factory certified tech to program
    and startup unit   Notes: 1)  New
    AHU is designed to fit on the
    existing roof curb. 2)  Supply and
    return air connections,
    transitions, plenums, and
    insulation inside the existing
    curb will need to be by others. 3)
     All demo is by others. 4)  All
    rigging, handling, installation,
    piping, external wiring.
    insulation, external straps by
    others.
    Additional Description Notes
    -------------

    NOTE: THIS IS A CUSTOM BUILD.

    FREIGHT IS INCLUDED IN THE PROPOSAL.
    Vendor Item

  1 2000.80.00.0000.0000.0000.0000.0000.47010.
```

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Bill To	Requisition 00007139-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 6

===

Vendor	Ship To
TRANE US INC	SAENGER THEATER
124 EAST I-65 SERVICE RD	6 SOUTH JOACHIM STREET
	MOBILE, AL 36602
MOBILE, AL 36607	BRENDA.RHODES@CITYOFMOBILE.ORG
Tel#251-295-1509	Delivery Reference
Fax 251-665-2920	ROGER @ 251.214.1488
	Deliver To
	SAENGER THEATER
	6 SOUTH JOACHIM STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/26/21	293908				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	E C0519 .CAPEQUIPMT. .			579965.00

Ship To
SAENGER THEATER
6 SOUTH JOACHIM STREET
MOBILE, AL 36602
Delivery Reference
ROGER @ 251.214.1488

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

Requisition Link

Requisition Total 579965.00

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

Account	Amount	Remaining Budget
E C0519 .CAPEQUIPMT. .	579965.00	43635.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	579965.00	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	02/26/21	TIFFANY HOLLINS	
Approved	02/26/21	MARILYN MCMILLAN	Auto approved by: 910514227

Bill To	Requisition 00007139-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor
TRANE US INC
124 EAST I-65 SERVICE RD

MOBILE, AL 36607

Tel#251-295-1509
Fax 251-665-2920

Ship To
SAENGER THEATER
6 SOUTH JOACHIM STREET

MOBILE, AL 36602
BRENDA.RHODES@CITYOFMOBILE.ORG

Delivery Reference
ROGER @ 251.214.1488

Deliver To
SAENGER THEATER
6 SOUTH JOACHIM STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/26/21	293908				ARCHITECTURAL ENGINEERING

LN Description / Account			Qty Unit Price Net Price
Approved	02/26/21	RELYA MALLORY	Auto approved by: 910514227
Forward	02/26/21	JOHN PAINE	
Approved	02/27/21	DONNA MICHELE STANLEY	Auto approved by: 9105fola
Approved	02/27/21	DONALD ROSE	Auto approved by: 9105fola
Approved	02/27/21	SANDRA LEWIS	Auto approved by: 9105fola
Approved	02/27/21	HEATHER KIHYET	Auto approved by: 9105fola
Approved	02/27/21	ANNE FOLEY	

Authorized By: ______________________________ Date: ______________
Signature

HARFORD COUNTY
PUBLIC SCHOOLS
Inspire • Prepare • Achieve

Sean W. Bulson, Ed.D., Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org • fax: 410-893-2478

RFP #15-JLP-023 RENEWAL #2
October 1, 2020 – September 30, 2022

This contract renewal is made and entered into this 19TH day of August, 2019, by Harford County Public Schools, 102 South Hickory Avenue, Bel Air, Maryland (hereafter referred to as Owner) and Trane, a corporation located at 800 Beaty Street, in the city of Davidson, and State of North Carolina, (hereafter referred to as Contractor).

WHEREAS, Owner and Contractor have entered into an Agreement dated September 29, 2015 (hereafter referred to as the Contract), for the Contractor to provide comprehensive HVAC Products, Installation, Services and Related Products and Services in accordance with RFP #15-JLP-023.

WHEREAS, the original Contract term will expire on September 30, 2020;

THEREFORE, for and in consideration of the mutual promises to each other, as in hereinafter set forth, the parties hereto do mutually agree to renew the Contract as per the conditions set forth in the original Contract, as follows:

1. Owner chooses to offer the second and final option to renew this contract for two (2) year for the time period from October 1, 2020 through September 30, 2022.
2. Pricing structures and related pricing terms will remain the same as the original terms and conditions.
3. All other terms, conditions and provisions of the Contract remain in effect.
4. There is no renewals remaining for this Contract.

WHEREAS, the parties hereto desire to set the terms of the renewal to writing;

IN WITNESS WHEREOF, Owner and the Contractor have executed the renewal agreement the day and year written above.

HARFORD COUNTY PUBLIC SCHOOLS	TRANE
By: Bobbie Wilkerson	By: Alan L Fullerton
Signature	Signature
Name: Bobbie Wilkerson, CPPO, CPPB	Name: ALAN L. FULLERTON
Title: Supervisor of Purchasing	Title: VICE PRESIDENT - SALES
Date: 8/19/2019	Date: 8/15/19

CONTRACT

RFP #15-JLP-023

THIS AGREEMENT, made this 29th day of September, 2015, by and between Board of Education of Harford County, acting herein through its Superintendent, hereafter called "Owner" and Trane U.S. Inc., a corporation located at 10947 Golden West Drive, #100, Hunt Valley, Maryland, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR, hereby agrees with the OWNER to commence and complete the services described as follows:

Provide comprehensive HVAC Products, Installation, Services and Related Products and Services on a national scale in indefinite quantities on an as-needed basis in accordance and compliance with all specifications, terms and conditions set forth in RFP # 15-JLP-023.

Hereinafter called the Contract, this Agreement shall be for the period October 1, 2015 through September 30, 2018 with renewal options for two additional, two-year periods. Contractor shall perform all duties specified in RFP #15-JLP-023 as they relate to the national scope. This does not include the North Harford Middle School Project, Pricing Project #1. All specifications, Addenda and Proposal are made part of and collectively constitute the Contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

Signature	Board of Education of Harford County
Board of Education of Harford County Witness	Barbara P. Canavan, Superintendent of Schools
	Board of Education of Harford County – Board President

Signature	Trane
	Company Name
Authorized Contractor Signature	800 Beaty St.
	Address
Contractor Witness	Davidson, N.C. 28036
	Address

Section 5 – Harford County Schools Purchase Agreement

MASTER PURCHASE AGREEMENT:
By and Between:
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND
102 S. Hickory Ave.
Bel Air, MD 21014
and

TRANE, U.S.

THIS MASTER PURCHASE AGREEMENT made and entered into this 29th day of September, 2015, by and between Harford County Public Schools, Maryland (hereinafter referred to as "School District", "HCPS" or "District"), and TRANE U.S., a corporation authorized to conduct business in the State of Maryland (hereinafter referred to as "Supplier")

This agreement is made on behalf of Harford County Public Schools, Maryland and other participating governmental agencies, through the U.S. Communities Government Purchasing Alliance.

WITNESSETH:

WHEREAS, pursuant to the District, Supplier has submitted a proposal to provide a master agreement for a National Award covering the following: HVAC products, installation, services and related products and services in accordance with the scope, terms and conditions of Request for Proposal, RFP 15-JLP-023, addenda, amendments, appendices, and related correspondence. The Request for Proposal is incorporated in its entirety and included as part of this agreement.

WHEREAS, HCPS desires to engage Supplier to perform said services; and

WHEREAS, HCPS and Supplier desire to state terms and conditions under which Supplier will provide said services to Harford County Public Schools (Lead Agency) and participating public agencies who have registered with U.S. Communities.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises contained herein, the parties have to agree to as follows:

A. **Services.** Supplier will provide HVAC products, installation, services and related products and services as detailed in the referenced RFP to HCPS, which is attached hereto and incorporated herein as a part of this Master Purchase Agreement.

B. **Purchase Order.** Purchase order shall mean any authorized written, electronic, telephone or fax order sent or made by HCPS pursuant hereto, including but not limited to, written purchase orders, faxed purchase orders, and orders in such other form and/ or mode of transmission as HCPS and Supplier may from time to time agree including purchases made via procurement credit card.

C. **Term.** The initial term of this Master Purchase agreement shall be three (3) years from October 1, 2015 (or the date of HCPS Board approval) through September 30, 2018. This Master Purchasing Agreement may then be renewed by mutual written agreement of the parties for two (2) additional, two (2) year periods.

D. **Compensation.** HCPS agrees to pay, and Supplier agrees to accept as compensation for the products provided pursuant to this Master Purchasing Agreement , the following:
   a. The price proposal set forth in the final RFP response and all related Amendments

E. **Invoicing.** Supplier agrees to invoice HCPS as deliveries are completed or charge purchases to an authorized HCPS Visa credit card. Invoices shall be delivered to HCPS accounts payable. Each invoice shall include- as applicable- the following data: Item Number, Purchase Order Number, Item Description, Quantity Purchased, Unit Price, Extended price and Delivery location. All purchase orders will be invoiced separately. Each invoice submitted by Supplier shall be paid by HCPS within thirty (30) days after approval. The Supplier has agreed to accept payment via a procurement credit card (i.e. Visa, MasterCard, etc.) which is the preferred method of payment.

F. **Insurance.** Supplier shall maintain at its own cost and expense (and shall cause any Subcontractor to maintain) insurance policies in form and substance acceptable to HCPS as detailed in the Request for Proposal.

G. **Termination of Contract.** This contract may be terminated for cause as per the General Requirements of the RFP, Section 1, L, page 7.

H. **Notification.** Notices under this Master Purchase Agreement shall be addressed as follows:

Jeff LaPorta, Supervisor of Purchasing
Harford County Public Schools
102 S. Hickory Avenue
Bel Air, MD 21014

The effective date of any notice under this Master Purchasing Agreement shall be the date of the recipient by the addressee. The failure of either party to give notice of default, or to strictly enforce or insist upon compliance with any of the terms or conditions of this Master Purchase Agreement, or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Master Purchasing Agreement. This Master Purchasing Agreement and each of its provisions shall remain at all times in full force effect until modified by the parties in writing.

I. **Governing Law.** This contract shall be interpreted under and governed by the laws of the State of Maryland. Disputes will be settled as per the stipulations contained within the Request for Proposal.

J. **Incorporation of Appendices.** All provisions of Appendices and Amendments are hereby incorporated herein and made a part of this Master Purchase Agreement. In the event of any apparent conflict between any provisions set forth in the main body of the Master Purchasing Agreement and in any provision set forth in the Appendices and Amendments the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Master Purchase Agreement shall control.

K. **Entire Master Purchase Agreement.** This Master Purchase Agreement including the entire RFP solicitation and the Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Master Purchasing Agreement shall be deemed to exist or to bind any of the parties hereto. Not contained herein shall not be binding on either party, nor of any force or effect. Any Best and Final Offer and applicable Amendments are also included and become part of the Master Agreement.

L. **Participating Public Agencies.** Supplier agrees to extend the same terms, covenants and conditions available to HCPS under this Master Purchasing Agreement to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access this Master Purchasing Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to ordering, delivery, inspection, acceptance, invoicing and payment for products and services in accordance with the terms and conditions of this Master Purchasing Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public agency exists.

IN WITNESS WHEREOF, THE PARTIES HAVE EXCUTED THIS AGREEMENT IN THE YEAR AND DAY AS NOTED:
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

by ______________________________ 9/22/16
Superintendent of Schools **Date**

by ______________________________ 9/21/16
Board of Education President **Date**

by ______________________________ 9/27/16
Supervisor of Purchasing **Date**

SUPPLIER:

by ______________________________ 8-13-15
General Manager **Date**
Greg Spencer

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approved issuance of Purchase Order to Stivers Ford Lincoln Inc for one 2021 Ford F150 4X4 crew cab pickup truck.

General Fund.

Amount of Contract:

$33,199.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20210304 Stivers Agenda Package POs	Cover Memo	3/4/2021

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	3/4/2021 - 2:51 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
7013	2021	(F7000) MOTOR POOL	2021 FORD F150 4X4 CREW CAB PICKUP TRUCK (AL STATE CONTRACT)	$33,199.00	(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

==

Bill To	Requisition 00007013-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.49130.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

==

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

Delivery Reference
VICTORIA RICHARDSON

Deliver To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/25/21	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	TRUCK CAB & CHASSIS, WITH BODY AS FOLLOWS:	1.00 EACH	33199.00000	33199.00

Additional Description Notes

TRUCK CAB & CHASSIS, WITH BODY AS FOLLOWS:
2021 FORD F150 CREW CAB; MA 999 210000000129; TRUCK, PICKUP, FULL SIZE, EXTENDED CAB, 5 PASSENGER, GASOLIN
1/2 TON CREW CAB 4WD, FULL FOUR DOORS SHORT BED.
EQUIPPED WITH THE MINIMUM SPECIFICATIONS: 8-CYLINDER ENGINE WHEELBASE: MINIMUM 144" - 148" MAXIMUM
4-WHEEL ANTI LOCK BRAKES AUTOMATIC TRANSMISSION BLUETOOTH, AC/HEAT, AM/FM RADIO
REAR VIEW CAMERA CLASS IV TRAILER HITCH WITH 4 / 7 PIN CONNECTOR. HD COOLING COMPONENTS
HD COOLING COMPONENTS CRUISE CONTROL, TILT STEERING WHEEL, POWER WINDOWS, DOOR LOCKS, KEYLESS ENTRY.
STX-UPGRADE PACKAGE: STATE CONTRACT PRICE (T191A)
Body-Color Surround w/Black Mesh Insert Grille Includes black mesh insert.
Body-Color Front & Rear Bumpers Includes body-color front fascia.
Includes manual driver/passenger lumbar, steering column mounted shift and two (2) USB charge only ports.
Box Side Decals, Rear Window Defroster, Fog Lamps, Manual Driver/Passenger Lumbar
Rear Window Fixed Privacy Glass, Driver/Passenger Seat Back Pocket
Unique Sport Cloth 40/20/40 Front-Seats, steering column mounted shift and two (2) USB charge only ports.
20" six-spoke machined aluminum Wheels w/ Magnetic painted pockets 275/60R20 tires
Power Equipment Group with Sync 4 8" LCD Touchscreen
Dark Slate Gray 40/Console/40 Seating

Bill To
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org

Requisition 00007013-00 FY 2021

Acct No:
6120.70.15.0000.0000.1510.0000.0000.49130.
Review:
Buyer:
Status: Approved

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

Delivery Reference
VICTORIA RICHARDSON

Deliver To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/25/21	292393				FIRE ADMINISTRATION

LN Description / Account Qty Unit Price Net Price

5.0L V8 385 Horsepower w/ 10 speed Automatic Transmission Included
Running Boards-Black Platform
Exterior Paint: Oxford White
Interior Trim: Dark Slate Gray 40/Console/40 Seating

AS PER STATE OF ALABAMA CONTRACT T-191 AGREEMENT #MA 999 210000000129 LINE 3
AND YOUR
Vendor Item
Inventory Item/Loc 712

1 6120.70.15.0000.0000.1510.0000.0000.49130. 33199.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 33199.00

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

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.49130.	33199.00	1841644.30
EMERGENCY MEDICAL SVCS EXP UNCLASSIFIED EXPENDITURES		

Bill To	Requisition 00007013-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.49130.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL
4000 EASTERN BLVD	745 BROAD STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	VICTORIA RICHARDSON
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/25/21	292393				FIRE ADMINISTRATION

LN Description / Account   Qty   Unit Price   Net Price

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

Activity	Date	Clerk	Comment
Approved	03/03/21	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	03/03/21	DONALD ROSE	Auto approved by: 9105paij
Approved	03/03/21	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/03/21	HEATHER KIHYET	Auto approved by: 9105paij
Approved	03/03/21	JOHN PAINE	
Approved	03/03/21	JOHN PAINE	Auto approved by: 9105paij

Authorized By: ______________________________ Date: ______________
Signature

T191 Vehicle Master Agreement

999 20*221 Stivers Ford Lincoln VC000042177 Effective Date: 4/1/20 – 4/1/21			
	Make	Model	Price
Line 1	Ford	Explorer	$25,957.00
Line 2	Ford	Ranger Truck	$21,399.00

999 20*222 Donohoo Chevrolet VC000049701 Effective Date: 4/1/20 – 4/1/21			
	Make	Model	Price
Line 1	Chevrolet	Malibu Sedan	$17,498.00
Line 2	Chevrolet	Equinox Crossover	$20,618.00
Line 3	Chevrolet	Colorado Truck	$22,518.00
Line 4	Chevrolet	Tahoe	$38,588.00

999 20*224 Limbaugh Toyota VC000054767 Effective Date: 4/1/20 – 4/1/21			
	Make	Model	Price
Line 1	Toyota	Corolla Sedan	$16,016.50
Line 2	Toyota	Camry Hybrid Sedan	$24,666.50
Line 3	Toyota	Rav4 Crossover	$22,716.50

999 20*225 Long Lewis of The Shoals VC000055942 Effective Date: 4/1/20 – 4/1/21			
	Make	Model	Price
Line 1	Ford	Edge SUV	$25,935.65

999 21*75 Stivers Ford Lincoln VC000042177 Effective Date: 11/12/20 – 11/12/21			
	Make	Model	Price
Line 1	Ford	F150 ½ Ton Crew Cab 2WD	$25,841.00
Line 2	Ford	Transit 350 Full Size 12-Passenger Van, Standard Roof	$30,124.00
Line 3	Ford	F250 ¾ Ton Extended Cab 4WD	$28,769.00
Line 4	Ford	Transit 350 Full Size Passenger Van w/Mid Height Roof	$34,716.00

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

999 21*77 Tallassee Automotive Inc VC000049975 Effective Date: 11/12/20 – 11/12/21			
	Make	Model	Price
Line 1	Ram	Promaster City Min-Cargo Van, 2-Passenger	$19,794.00

999 21*79 Long Lewis of The Shoals VC000055942 Effective Date: 11/12/20 – 11/12/21			
	Make	Model	Price
Line 1	Ford	Transit Connect Passenger Van	$24,005.00
Line 2	Ford	Transit 350 Full Size 15-Passenger Van	$32,613.00

999 21*80 Stivers Brothers Automotive VS000054430 DBA Stivers Chrysler Dodge Jeep Ram Effective Date: 11/12/20 – 11/12/21			
	Make	Model	Price
Line 1	Ram	1500 ½ Ton Extended Cab 2WD	$20,490.88
Line 2	Ram	2500 ¾ Ton Crew Cab 2WD	$25,928.72
Line 3	Ram	2500 ¾ Ton Crew Cab	$25,936.80
Line 4	Ram	1500 Truck Pickup, Regular Cab	$18,981.94

999 21*129 Stivers Ford Lincoln VC000042177 Effective Date: 1/1/21 – 11/12/21			
	Make	Model	Price
Line 1	Ford	F250 3/4 Ton Extended Cab 2WD Standard Bed	$26,267.00
Line 2	Ford	F150 1/2 Ton Extended Cab 4WD Short Bed	$25,270.00
Line 3	Ford	F150 ½ Ton Crew Cab 4WD	$28,702.00
Line 4	Ford	Transit 150	$23,870.00

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 200000000221** **NOT TO EXCEED AMOUNT:**

Begin Date:	04/01/2020	Procurement Folder:	1024611
Expiration Date:	04/01/2021	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	05/21/20	Version Number:	3

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-NON-ALTERNATIVE FUEL VEHICLES - T191
OLD T191 NON-ALTERNATIVE FUEL VEHICLES

Ship To: **Bill To:**

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:	Contact:
VC000042177: Stivers Ford Lincoln	Billy Bruce
4000 Eastern Boulevard	3346135000 EXT: 5056
Montgomery AL 36116	Bbruce@Stiversonline.Com

COMMODITY / SERVICE INFORMATION

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

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

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

MAKE: FORD

MODEL: EXPLORER

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	$21,399.000000	$0.00			$0.00	$0.00

0720117 - TRUCK, PICKUP, MID SIZE EXTENDED CAB, SINGLE REAR WHEEL, SHO
FORD RANGER MIDSIZE EXTENDED CAB TRUCK
MIDSIZE EXTENDED CAB TRUCK STANDARD 6' BOX

ADDED SPECIFICATION: REAR SEATING REQUIRED.

MINIMUM 4 CYLINDER ENGINE
VEHICLES WHEELBASE TO BE A MINIMUM OF 125" AND A MAXIMUM OF 129"
AUTOMATIC TRANSMISSION.
STANDARD AIR CONDITIONING.

MAKE: FORD

MODEL: RANGER

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

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

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

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

SEE SPECIFICATION SHEET FOR DETAILS.

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

Approved:

Purchasing Director

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

AGENDA ITEM SUMMARY SHEET

Agenda of: 3/9/2021

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve Item based bid award to Newman Traffic Signs, Inc, and Vulcan, Inc., for street-name signs and brackets.

CIP

Amount of Contract:
N/A to be purchased at unit prices indicated

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20210303 Newman Agenda Package Bids	Cover Memo	3/3/2021

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	3/4/2021 - 1:54 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 accept and approve, and issue Purchase Orders against, the below proposed Bid Award, to the designated vendors, for the indicated time period, and if renewable, renewable without further action by Council, for the specified item(s) at the unit prices indicated.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5506	Street Name Signs and Brackets	4	See attached bid tab	One year, renewable for two additional one-year periods	(148412) Newman Traffic Signs Inc; (270927) Vulcan 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

Street Name Signs						
	Item	Price Bid/LF	Locate Vendor	Local Vendor Price	Delivered Purchase	Total
Complete Signs LLc.	9" Sign	$51.00	0.5	53.5500	1343	$71,917.65
	12" Sign	$63.00	0.5	66.1500	460.5	$30,462.08
						$102,379.73
Graybar	9"	$16.15	0	16.1500	1343	$21,689.45
	12" Sign	$14.61	0	14.6100	460.5	$6,727.91
						$28,417.36
Irby	9" Sign	No Bid			1343	$0.00
	12" Sign	No bid			460.5	$0.00
Newman Signs	9" Sign	$10.27	0.1	11.2970	1343	$15,171.87
	12" Sign	$9.07	0.1	9.9770	460.5	$4,594.41
						$19,766.28
Vulcan Inc.	9" Sign	11.95	0.5	12.5475	1343	$16,851.29
	12" Sign	$8.79	0.5	9.2295	460.5	$4,250.18
						$21,101.48

Street Brackets						
	Item	Price Bid	Locate Vendor	Local Vendor Price	Delivered Purchase	Total
Complete Signs LLc.	14.5"-16" Long Arm	$45.00	0.5	47.2500	307	$14,505.75
	24" Long Arm	$64.00	0.5	67.2000	151	$10,147.20
						$24,652.95
Graybar	14.5"-16" Long Arm	$24.64	0	$24.64	307	$7,564.48
	24" Long Arm	$45.11	0	$45.11	151	$6,811.61
						$14,376.09
Irby	14.5"-16" Long Arm	No Bid				$0.00
	24" Long Arm	No bid				$0.00
Newman Signs	14.5"-16" Long Arm	No Bid				$0.00
	24" Long Arm	No Bid				$0.00
						$0.00
Vulcan Inc.	14.5"-16" Long Arm	12.75	0.5	13.3875	307	$4,109.96
	24" Long Arm	$20.30	0.5	21.3150	151	$3,218.57
						$7,328.53

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

This is Not an Order

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

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

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

Typed by: en   Buyer: 008

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
01/27/2021	5506	Traffic Engineering	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: **11:00 A.M., Thursday, February 18, 2021**

QUANTITY	ARTICLES (Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.)	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	STREET NAME SIGNS & STREET BRACKETS					
	OVERHEAD STREET NAME SIGNS AS PER THE FOLLOWING AND ATTACHED SPECIFICATIONS:					
Appx 0 - 4000	Street Name Sign Blanks, 9" height, alloy 50-52-H38, .10 gauge aluminum, 1.0" corner radii, 3M Type XI Super High Intensity microprismatic sheeting; no holes; double-sided. Brand__________ Material __________ Price per Linear foot ________ Initial order to be 1343 linear feet.					
0 - 2000	Sign Street Name Blanks, 12" height, alloy 50-52-H38, .10 gauge aluminum, 1.5" corner radii, 3M Type XI Super High Intensity microprismatic sheeting; no holes; double-sided. Brand__________ Material __________ Price per Linear foot ________ Initial order to be 460.5 linear feet.					
	THE ABOVE TO BE AWARDED ALL OR NONE					
	Page 1 of 2					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Firm Name ____________________

Typed Signature ____________________

By ____________________

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

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

BID CONTINUATION SHEET

Page ______ of ______

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	THE FOLLOWING TO BE AWARDED ALL OR NONE					
Qty 50-100	LONG ARM STREET NAME SIGN BRACKETS AS PER THE FOLLOWING AND ATTACHED SPECIFICATIONS:					
	14.5"-16" long arm for signs 24" – 36" in length Requires two points of attachment for sign blades 1 – Mounting plate 1 – Cantilever arm Provided with two 5/16" standard set screws for sign mounting					
	Set screws shall not be powder coated.					
	Brand______________ Material ______________					
	Price __________					
Qty 50-100	24" long arm for signs 42" – 48" in length Requires three points of attachment for sign blades 1 – Mounting plate 2 – Cantilever arm Provided with three 5/16" standard set screws for sign mounting					
	Set screws shall not be powder coated					
	Brand______________ Material ______________					
	Price __________					
	THE ABOVE TWO ITEMS TO BE AWARDED ALL OR NONE					
	The following applies to all four (4)of the above items.					
	All pricing to be delivered pricing, FOB Mobile, Al.					
	All sign layouts & colors to be approved prior to fabrication.					
	3M Type XI Super High Intensity microprismatic sheeting.					
	Construction grade diamond grade sheeting not acceptable.					
	Test reports of aluminum provided at request of City.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name ______________________________

By ______________________________

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

BID CONTINUATION SHEET

Page ______ of ______

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Page 3 of 3If samples of material if needed for the evaluation of this bid, must be provided within 48 hours of the request of the Purchasing Department of the City of Mobile.

City desires that delivery shall be 30 days after receipt of P.O.

Award of this bid will be based on the lowest quantities that are specified.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Pricing shall be good for the 1-year period following the award of this bid. At the option of the City of Mobile and the successful vendor, this bid may be extended for an additional two (2) 1-year periods.

If you have any questions, please contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

TO BE AWARDED ON AN ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

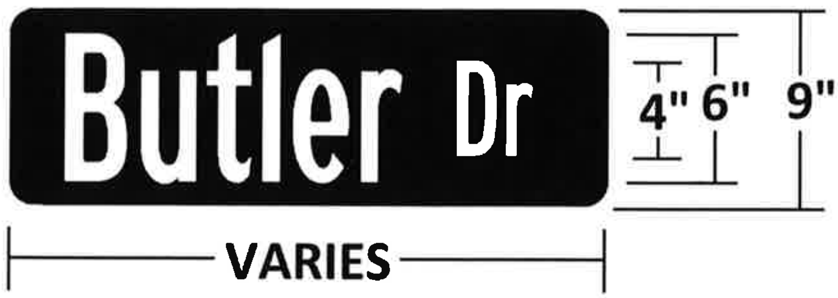
READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name ____________________

By ____________________

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

Specifications for City of Mobile
Downtown Post-Mounted Street Name Signs



SIZE:	Varying x 9"	
COLOR:	LEGEND	WHITE
	BACKGROUND	BLACK
	NO BORDER	
MATERIAL:	Alloy 5052-H38 0.10 gauge aluminum, 1.0" corner radii 3M Type XI Super High Intensity microprismatic sheeting No holes Double-sided	
LEGEND:	Uppercase and lowercase letters, Series B Font 6" Upper case letter height for Street name 4" Upper case letter height for Supplemental lettering (i.e. N, S, St, Rd) Supplemental lettering shall be vertically centered Where applicable, Type D arrow, Left or Right per attached list Left arrows to left of street name, Right arrows to right of street name	

** Traffic Engineering Department to approve proof for all sign layouts prior to manufacturing.**

Specifications for City of Mobile
Downtown Post-Mounted Street Name Signs (cont.)

Street Name	Length	Quantity
Adams St	30	9
Armistead St	36	3
Beauregard St	42	1
Canal St	24	9
Chesnut St	30	4
Church St	30	16
Civic Center Dr	42	4
Congress St	36	22
Conti St	24	18
Dauphin St	30	20
Dr Martin Luther King Jr Ave	48	10
Eslava St	30	4
Glidden Pl	30	3
Government St	42	14
Lyons St	24	3
MAMGA Dr	30	3
Monroe St	30	13
N Bayou St	30	7
N Broad St	30	4
N Cedar St	30	7
N Claiborne St	42	9
N Conception St	48	5
N Dearborn St	42	9
N Franklin St	36	9
N Hamilton St	42	8
N Jackson St	36	8
N Jefferson St	42	4
N Joachim St	42	7
N Lawrence St	42	10
N Royal St	30	2
N Scott St	30	8

Street Name	Length	Quantity
N Warren St	36	9
N Washington Ave	48	5
N Water St	30	8
Old Shell Rd	36	1
S Bayou St	30	5
S Broad St	30	4
S Cedar St	30	6
S Claiborne St	42	4
S Conception St	48	2
S Dearborn St	42	7
S Franklin St	36	5
S Hamilton St	42	6
S Jackson St	36	6
S Jefferson St	42	6
S Joachim St	42	3
S Lawrence St	42	7
S Royal St	30	5
S Scott St	30	5
S Warren St	36	8
S Washington Ave	48	3
S Water St	30	6
Spring Hill Ave	42	5
St Anthony St	42	17
St Emanuel St	42	5
St Francis St	36	12
St Joseph St	36	5
St Louis St	36	13
St Michael St	36	15
State St	24	17
Theater St	30	2
Tunstall St	30	3

Specifications for City of Mobile
Downtown Overhead Street Name Signs

SIZE:	Varying x 12”	
COLOR:	LEGEND	WHITE
	BACKGROUND	BLACK
	NO BORDER	
MATERIAL:	Alloy 5052-H38 0.10 gauge aluminum, 1.5” corner radii	
	3M Type XI Super High Intensity microprismatic sheeting	
	No holes	
	Single-sided	
LEGEND:	Uppercase and lowercase letters, Series B Font	
	9” Upper case letter height for Street name	
	6” Upper case letter height for Supplemental lettering (i.e. N, S, St, Rd)	
	Supplemental lettering shall be vertically centered	
	Where applicable, Type D arrow, Left, Right or Upright per attached list	
	Left arrows to left of street name, Right arrows to right of street name	

** Traffic Engineering Department to approve proof for all sign layouts prior to manufacturing.**

Specifications for City of Mobile
Downtown Overhead Street Name Signs (cont.)

Street Name	Length	Quantity
Beauregard St	60	2
Canal St	36	5
Church St	36	1
Claiborne St	48	1
Conception St	54	1
Dauphin St	42	10
Government St	60	13
Joachim St	42	1
N Conception St	60	4
N Royal St	42	6
N Washington Ave	66	2
N Water St	42	2
N Water St (right)	54	1
(left) N Water St	54	1
Royal St	36	2
S Cedar St	42	2
S Claiborne St	54	6
S Conception St	60	2
S Jackson St	48	2
S Jackson St (right)	60	1
(left) S Jackson St	60	1
S Joachim St	54	2
S Lawrence St	54	2
S Royal St	42	2
S Scott St	42	2
S Washington Ave	66	4
S Water St	42	1
St Anthony St	60	2
St Francis St	54	9
St Joseph St	54	6
St Louis St	48	6
St Michael St	54	3
Washington Ave	60	1
Water St	36	1
Water St (upright)	48	1

Specifications for City of Mobile
Street Sign Brackets

BRACKET:

Cantilever wing bracket for flat 9" tall aluminum sign blades
Aluminum bracket, powder coated semi-gloss black
Provided with two drilled holes for post mounting (no hardware)
Post mounting plate no more than 2" wide
Typical installation (by City) will be on 3.25" aluminum poles

14.5"-16" long arm for signs 24" – 36" in length
Requires two points of attachment for sign blades

- 1 – Mounting plate
- 1 – Cantilever arm

Provided with two 5/16" standard set screws for sign mounting

Set screws shall not be powder coated

24" long arm for signs 42" – 48" in length
Requires three points of attachment for sign blades

- 1 – Mounting plate
- 2 – Cantilever arm

Provided with three 5/16" standard set screws for sign mounting

Set screws shall not be powder coated

MOBILE
ALABAMA

PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

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 an HPE Nimble Adaptive Flash backup data storage array with service plan.

General fund.

Amount of Contract:

$40,690.13

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20210303 CDW Agenda Package POs	Cover Memo	3/3/2021

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	3/4/2021 - 1:55 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**
6622	2021	(5000) INFORMATION TECHNOLOGY	HPE NIMBLE ADAPTIVE FLASH BACKUP DATA STORAGE ARRAY WITH SERVICE PLAN (SOURCEWELL AND NATIONAL IPA COOPERATIVE PURCHASING AGREEMENTS, NOT ON STATE CONTRACT)	$40,690.13	(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

Bill To	Requisition 00006622-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor
CDW GOVERNMENT LLC
230 N MILWAUKEE AVE

VERNON HILLS, IL 60061

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

Ship To
MIT
651 CHURCH STREET

MOBILE, AL 36602
ASHLEY.TODD@CITYOFMOBILE.ORG

Delivery Reference
GREG HOLLIDAY

Deliver To
MIT
651 CHURCH STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/18/21	272932	02/19/21			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ------------- PER QUOTE #LXHS465. THIS QUOTE UTILIZES SOURCEWELL #081419 CDW TECH CATALOG AND NATIONAL IPA TECHNOLOGY SOLUTIONS (2018011-01).			
001	ITEM: HPE Nimble Storage Adaptive Flash ES3 HF40 60 Expansion Shelf storage enc Supplier Part No: 5103737 Manufacturer Part No: Q8H35A Manufacturer Name: HP Nimble Storage Supplier Quote No: 37171:LXHS465 NIGP: UNSPSC: 43201616	1.00 EACH	33025.75000	33025.75
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E E0026 .CAPEQUIPMT. .			33025.75

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
GREG HOLLIDAY

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

```
==================================================================================
  Bill To                                  |          Requisition 00006622-00  FY 2021
  ACCOUNTS PAYABLE                         |
  P O BOX 389                              |Acct No:
                                           |2000.80.00.0000.0000.0000.0000.0000.47010.
  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                         GREG HOLLIDAY

                                               Deliver To
                                               MIT
                                               651 CHURCH STREET

                                               MOBILE, AL 36602


----------------------------------------------------------------------------------
  Date         |Vendor |Date      |Ship       |          |
  Ordered      |Number |Required  |Via        |Terms     |Department
----------------------------------------------------------------------------------
  02/18/21     |272932 |02/19/21  |                      |INFORMATION TECHNOLOGY
----------------------------------------------------------------------------------
 LN Description / Account                         Qty     Unit Price     Net Price

002 ITEM:  HP Nimble Storage NEMA 5 15            2.00       0.40000          0.80
    to C13 US FIO Power Cord Supplier             EACH
    Part No: 5102100 Manufacturer Part
    No: Q8J18A Manufacturer Name: HP
    Nimble Storage Supplier Quote No:
    33485:LXHS465 NIGP: UNSPSC:
    26121600

   1 2000.80.00.0000.0000.0000.0000.0000.47010.
     E E0026     .CAPEQUIPMT.          .                                      .80

    Ship To
    MIT
    651 CHURCH STREET
    MOBILE, AL 36602
    Delivery Reference
    GREG HOLLIDAY

    Deliver To
    MIT
    651 CHURCH STREET
    MOBILE, AL 36602


003 ITEM:  HPE NS ARRAY UPGRADE SVC               1.00    2349.78000       2349.78
    Supplier Part No: 5020630                     EACH
    Manufacturer Part No: HA124A1#5MS
    Manufacturer Name: HP Nimble
    Storage Supplier Quote No:
    33485:LXHS465 NIGP: UNSPSC:
```

Bill To
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org

Requisition 00006622-00 FY 2021

Acct No:
2000.80.00.0000.0000.0000.0000.0000.47010.
Review:
Buyer: 9105fola
Status: Approved

Vendor
CDW GOVERNMENT LLC
230 N MILWAUKEE AVE

VERNON HILLS, IL 60061

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

Ship To
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651 CHURCH STREET

MOBILE, AL 36602
ASHLEY.TODD@CITYOFMOBILE.ORG

Delivery Reference
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MIT
651 CHURCH STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/18/21	272932	02/19/21			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	43000000			
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E E0026 .CAPEQUIPMT. .			2349.78
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
004	ITEM: HPE Nimble Storage Foundation Care 4H Parts Exchange Support extended ser Supplier Part No: 5385424 Manufacturer Part No: HT6Z0A3#ZFS Manufacturer Name: HP Nimble Storage Supplier Quote No: 33485:LXHS465 NIGP: UNSPSC: 81112301	1.00 EACH	5313.80000	5313.80
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E E0026 .CAPEQUIPMT. .			5313.80

Bill To	Requisition 00006622-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor
CDW GOVERNMENT LLC
230 N MILWAUKEE AVE

VERNON HILLS, IL 60061

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

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651 CHURCH STREET

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Delivery Reference
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MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/18/21	272932	02/19/21			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
GREG HOLLIDAY

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 40690.13

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

Account		Amount	Remaining Budget
E E0026	.CAPEQUIPMT. .	40690.13	7926.82

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	40690.13	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	02/18/21	MARK PEARSON	Auto approved by: 91057606
Approved	02/18/21	SCOTT KEARNEY	
Approved	02/18/21	MARK PEARSON	Auto approved by: 91057606

Bill To	Requisition 00006622-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor
CDW GOVERNMENT LLC
230 N MILWAUKEE AVE

VERNON HILLS, IL 60061

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Fax 312-705-0431

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ASHLEY.TODD@CITYOFMOBILE.ORG

Delivery Reference
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MIT
651 CHURCH STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/18/21	272932	02/19/21			INFORMATION TECHNOLOGY

LN Description / Account			Qty	Unit Price	Net Price
Approved	02/18/21	SCOTT KEARNEY			
Approved	02/18/21	TIFFANY HOLLINS			
Approved	02/18/21	MARILYN MCMILLAN	Auto approved by: 910514227		
Approved	02/18/21	RELYA MALLORY	Auto approved by: 910514227		
Forward	02/18/21	JOHN PAINE			
Approved	03/03/21	DONNA MICHELE STANLEY	Auto approved by: 9105fola		
Approved	03/03/21	DONALD ROSE	Auto approved by: 9105fola		
Approved	03/03/21	SANDRA LEWIS	Auto approved by: 9105fola		
Approved	03/03/21	HEATHER KIHYET	Auto approved by: 9105fola		
Approved	03/03/21	ANNE FOLEY			

Authorized By: ______________________________ Date: ______________
Signature

Sourcewell

Sourcewell
Awarded Contract

CDW-G

Technology Catalog Solutions

#081419-CDW

Maturity Date: 10/30/2023

Products & Services

Products & Services

COVID-19 Update

Sourcewell contract 081419-CDW gives access to the following types of goods and services:

- Hardware
- Software
- Peripherals
- Professional services
- Cloud
- Technology solutions
- Technology accessories

Additional information can be found on the vendor-provided, nongovernment website at: cdwg.com/sourcewell

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

www.cdwg.com/sourcewell

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

2020-2021 CDW-G Professional Services Hourly Rates

Sourcewell Contract 081419-CDW

This Rate Sheet is intended to provide a baseline for pricing CDW Professional Services.

Role/Description	Hourly Rate (Maximum)
Associate Consulting Engineer	$175
Consulting Engineer	$215
Senior Consulting Engineer	$225
Technical Lead/Principal Consulting Engineer	$255
Enterprise Consulting Architect	$255
Business Consulting Analyst	$245
Project Administrator	$165
Project Manager	$210
Senior Project Manager	$215
Enterprise Project Manager, PMO Lead	$230
Program Manager	$230
Technical Architect	$350

Effective August 7, 2020

Information Technology Solutions & Services
Executive Summary

Lead Agency: City of Mesa, AZ

Solicitation: # 2018011

RFP Issued: September 20, 2017

Pre-Proposal Date: October 3, 2017

Response Due Date: October 23, 2017

Proposals Received: 11

Awarded to:

The City of Mesa, AZ Department of Procurement issued RFP # 201811 on September 20, 2017, to establish a national cooperative contract for information technology solutions and services.

The solicitation included cooperative purchasing language in the SCOPE of WORK, # 2 "NATIONAL CONTRACT REQUIREMENTS:

NATIONAL CONTRACT REQUIREMENTS. The City, as the Principal Procurement Agency, as defined in Attachment D, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment D contains additional information on National IPA and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Mesa website
- National IPA website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Las Vegas Journal Review, LV
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On September 20, 2017 proposals were received from the following offerors:

- CDW-G
- Cloudvara
- Connection Public Sector Solutions
- Hye Tech
- Hypertech
- Office Depot
- PCMG
- POP
- SHI International
- World Wide Technology
- Zones

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with CDW-G and proceeding with contract award upon successful completion of negotiations.

The City of Mesa, AZ, National IPA and CDW-G successfully negotiated a contract and the City of Mesa executed the agreement with a contract effective date of March 1, 2018.

Contract includes:

A comprehensive product and service offering including desktops, notebooks, servers, software, peripherals, cloud computing, consulting/analysis, design, technical support, leasing/financing, trade-ins, repair, configuration/system configurations, implementation, training, maintenance, installation, system testing, upgrades, and imaging

Term:

Initial five- year agreement from March 1, 2018 through February 28, 2023 with the option to renew for two (2) additional one-year periods through February 28, 2025.

Pricing/Discount:

CDW-G offers a percent off catalog pricing by category. Refer to pricing document for complete details.

National IPA Web Landing Pages:

http://www.nationalipa.org/Pages/Contracts-search.aspx?k=cdwg

EXHIBIT B
PRICING

Item #	Product	Product / Group	Discount	Manufacturer Name
1)	Group 1 - Systems	1) Desktops	2.10%	All
		2) Notebooks	2.10%	All
		3) Tablets	2.25%	All
		4) Servers (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc.)	4.00%	All
2)	Group 2 - Input Devices	5) Keyboards	6.75%	All
		6) Mice	6.75%	All
		7) Imaging Scanners	3.00%	All
		8) POS Scanners	3.00%	All
		9) Pointing Devices	3.50%	All
		10) Bar Code Readers	4.25%	All
		11) Audio Input	15.00%	All
		12) Input Adapters	5.00%	All
		13) PC and Network Cameras	5.50%	All
		14) Input Cables	15.00%	All
		15) Input Accessories	6.75%	All
3)	Group 3 - Output Devices	16) Displays	3.50%	All
		17) Printers	3.00%	All
		18) Inkjet Printers	3.00%	All
		19) Inkjet Photo Printers	3.00%	All
		20) Laser Printers	3.00%	All
		21) Label Printers	4.25%	All
		22) Dot Matrix Printers	3.00%	All
		23) Multi-Function Printers	3.00%	All
		24) Wide Format Printers	3.00%	All
		25) Multi-Function Inkjet Printers	3.00%	All
		26) Wide Format Printers	3.00%	All
		27) Fax Machine Printers	3.00%	All
		28) Printer Accessories	3.00%	All
		29) Projectors	3.50%	All
		30) Projector Accessories	3.50%	All
		31) Audio Input	15.00%	All
		32) Video Cards	3.50%	All

		33) Sound Cards	3.50%	All
		34) Output Accessories	6.75%	All
		35) Printer Consumables	3.00%	All
4)	Group 4 - Memory	36) Desktop	13.00%	All
		37) Flash	5.50%	All
		38) Networking	13.00%	All
		39) Notebook	13.00%	All
		40) Printer / Fax	13.00%	All
		41) Server	13.00%	All
5)	Group 5 - Storage Devices	42) Adapters Fiber Channel	5.50%	All
		43) Adapters FireWire / USB	5.50%	All
		44) Adapters IDE/ATA/SATA	5.50%	All
		45) Adapters RAID	5.50%	All
		46) Adapters SCSI	5.50%	All
		47) Bridges & Routers	5.50%	All
		48) Disk Arrays	5.50%	All
		49) Disk Arrays JBOD	5.50%	All
		50) Drives Magneto-Optical	5.50%	All
		51) Drives Removable Disks	5.50%	All
		52) Fiber Channel Switches	5.50%	All
		53) Hard Disks - External	5.50%	All
		54) Hard Disks - Fiber Channel	5.50%	All
		55) Hard Disks - IDE/ATA/S	5.50%	All
		56) Hard Disks - Notebook	5.50%	All
		57) Hard Disks - SCSI	5.50%	All
		58) Networking Accessories	5.50%	All
		59) Optical Drives - CD-ROM	5.50%	All
		60) Optical Drives - CD-RW	5.50%	All
		61) Optical Drives - DVD-CD	5.50%	All
		62) Optical Drives - DVD-RW	5.50%	All
		63) Storage Accessories	5.00%	All
		64) Storage - NAS	5.00%	All
		65) Storage - SAN	5.00%	All
		66) Tape Autoloaders -AIT	5.00%	All
		67) Tape Autoloaders - DAT	5.00%	All
		68) Tape Autoloaders - DLT	5.00%	All
		69) Tape Autoloaders - LTO	5.00%	All
		70) Tape Drives - 4mm	5.00%	All

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		71) Tape Drives - 8mm/VXA	5.00%	All
		72) Tape Drives - AIT	5.00%	All
		73) Tape Drives - DAT	5.00%	All
		74) Tape Drives - DLT	5.00%	All
		75) Tape Drives - LTO/Ultrium	5.00%	All
		76) Tape Drives SDLT	5.00%	All
		77) Tape Drives - Travan	5.00%	All
6)	Group 6 - Network Equipment	78) 10/100 Hubs & Switches	5.50%	All
		79) Bridges & Routers	5.50%	All
		80) Gigabit Hubs & Switches	5.50%	All
		81) Concentrators & Multiplexers	5.50%	All
		82) Hardware Firewalls	5.50%	All
		83) Intrusion Detection	5.50%	All
		84) KVM	4.00%	All
		85) Modems	5.50%	All
		86) Network Test Equipment	5.50%	All
		87) Network Adapters	5.50%	All
		88) Network Cables	15.00%	All
		89) Network Accessories	5.50%	All
		90) Repeaters & Transceivers	5.50%	All
		91) Wireless LAN Accessories	5.50%	All
		92) Token Authentication	5.50%	All
		93) 10G Fiber Optic Transceivers	5.50%	All
		94) 1G Fiber Optic Transceivers	5.50%	All
7)	Group 7 - Software	95) Licensing Packages (e.g. Microsoft)	4.00%	All
		96) Licensing Backup	4.00%	All
		97) Licensing Barcode/OC	4.00%	All
		98) Licensing Business Application	4.00%	All
		99) Licensing CAD/CAM	4.00%	All
		100) Licensing - Cloning	4.00%	All
		101) Licensing - Computer Services	4.00%	All
		102) Licensee - Database	4.00%	All
		103) Licensing - Development	4.00%	All
		104) Licensing - Entertainment	4.00%	All
		105) Licensing - Financial	4.00%	All
		106) Licensing - Flow Chart	4.00%	All
		107) Licensing - Graphic Design	4.00%	All
		108) Licensing - Handheld	4.00%	All

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		109) Licensing - Network OS	4.00%	All
		110) Licensing - OS	4.00%	All
		111) Licensing - Personal Organization	4.00%	All
		112) Licensing - Presentation	4.00%	All
		113) Licensing - Reference	4.00%	All
		114) Licensing - Report Analysis	4.00%	All
		115) Licensing - Spreadsheet	4.00%	All
		116) Licensing - Utilities	4.00%	All
		117) Licensing - Warranties	4.00%	All
		118) Licensing - Web Development	4.00%	All
		119) Licensing - Word Processing	4.00%	All
		120) Software - Backup	4.00%	All
		121) Software - Barcode / OCR	4.00%	All
		122) Software - Business Application	4.00%	All
		123) Software - CAD/CAM	4.00%	All
		124) Software - Cloning	4.00%	All
		125) Software - Computer Services	4.00%	All
		126) Software - Database	4.00%	All
		127) Software - Development	4.00%	All
		128) Software - Entertainment	4.00%	All
		129) Software - Financial	4.00%	All
		130) Software - Flow Chart	4.00%	All
		131) Software - Graphic Design	4.00%	All
		132) Software - Handheld	4.00%	All
		133) Software - OS	4.00%	All
		134) Software - Personal Organization	4.00%	All
		135) Software - Presentation	4.00%	All
		136) Software - Reference	4.00%	All
		137) Software - Report Analysis	4.00%	All
		138) Software - Spreadsheet	4.00%	All
		139) Software - Utilities	4.00%	All
		140) Software - Warranties	4.00%	All
		141) Software - Web Development	4.00%	All
		142) Software - Word Processing	4.00%	All
8)	Group 8 - Media Supplies	143) Media - 4mm tape	5.50%	All
		144) Media - AIT tape	5.50%	All
		145) Media - DAT tape	5.50%	All
		146) Media - DLT tape	5.50%	All

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		147) Media LTO / Ultrium tape drive	5.50%	All
		148) Media - Magneto - Optical	5.50%	All
		149) Media - Optical	5.50%	All
		150) Media - SLR tape	5.50%	All
		151) Media - Travan tape	5.50%	All
		152) Media - VXA tape	5.50%	All
		153) Media - zip	5.50%	All
9)	Group 9 - Collaboration & IP Telephony	154) IP phones	4.25%	All
		155) Video conferencing products	4.25%	All
		156) Voice gateways / servers	4.25%	All
		157) Headsets	4.25%	All
		158) Audio conferencing products	4.25%	All
		159) Analog phones	4.25%	All
		160) Accessories	4.25%	All
10)	Group 10 - Other	161) Advanced Integration	3.00%	All
		162) Asset Disposal	3.00%	All
		163) Asset Management	3.00%	All
		164) Cables	15.00%	All
		165) Cables - custom	15.00%	All
		166) Cables - printer	15.00%	All
		167) Complex warranties	3.00%	All
		168) Desktop Accessories	6.75%	All
		169) Display Accessories	3.50%	All
		170) Electronic Services	3.00%	All
		171) Handheld Accessories	6.75%	All
		172) Imaging Accessories	6.75%	All
		173) Imaging - Camcorders	3.50%	All
		174) Imaging - Digital Cameras	3.50%	All
		175) Internal Lab Service	3.00%	All
		176) Lab fees	3.00%	All
		177) Managed Services	3.00%	All
		178) Miscellaneous solutions	3.00%	All
		179) Mounting hardware for vehicles	2.50%	All
		180) Networking Warranties	3.50%	All
		181) Notebook Accessories	2.50%	All
		182) Notebook Batteries	5.00%	All
		183) PC Lab order services	3.00%	All
		184) POS Accessories	4.25%	All

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		185) POS Displays	4.25%	All
		186) Power Accessories	5.00%	All
		187) Power Surge Protection	5.00%	All
		188) Power UPS	5.00%	All
		189) Server Accessories	4.00%	All
		190) Service Charge	2.00%	All
		191) System Components	13.00%	All
		192) Training Courses	3.00%	All
		193) Training Reference Manuals	3.00%	All
		194) Warranties - Electronic	3.00%	All
		195) iPAD / Tablet Stylus	6.75%	All
		196) Mouse / Wrist Pads	6.75%	All
		197) Security Locks and Hardware	6.75%	All
		198) Tools	6.75%	All
		199) Document Scanner Accessories	3.00%	All
		200) Flatbed Scanners	3.00%	All
		201) Mobile Scanners	3.00%	All
		202) Network Scanners	3.00%	All
		203) Sheet fed Scanners	3.00%	All
		204) Wide Format Scanners	3.00%	All
		205) Workgroup / Department Scanner	3.00%	All
		206) Build to Order Desktops	2.10%	All
		207) Nettop	3.00%	All
		208) Point of Sale	4.25%	All
		209) Ultra Small Form Factor	2.10%	All
		210) Apple / Mac Memory Upgrades	13.00%	All
		211) Chips / SIMMs/SIPPs / ROMs	13.00%	All
		212) Computer Cases	13.00%	All
		213) CPUs / Fans	13.00%	All
		214) Memory Accessories	13.00%	All
		215) Motherboards / Chassis	13.00%	All
		216) 1 - 2 port Serial Boards	13.00%	All
		217) 3+ port Serial Boards	13.00%	All
		218) Console Server	4.00%	All
		219) Device Server	4.00%	All
		220) Terminal Server	4.00%	All
		221) Content Management	4.00%	All
		222) Firewall / VPN Appliances	5.50%	All

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		223) Multifunction Security Appliances	5.50%	All
		224) Network Camera Accessories	5.50%	All
		225) Network Cameras	5.50%	All
		226) Physical/Environmental Security	5.50%	All
		227) Security Appliance Accessories	5.50%	All
		228) Security Tokens	5.50%	All
		229) Unified Threat Management	5.50%	All
		230) 2-way Radios / Walkie Talkies	6.75%	All
		231) Apple Notebooks	2.50%	All
		232) Convertible PCs / Slate PCs / iPAD	2.25%	All
		233) iPAD	2.25%	All
		234) Slate Tablet Computers	2.25%	All
		235) GPS / PDA	6.75%	All
		236) Wireless Communication Devices	2.50%	All
		237) Batteries	5.00%	All
		238) Power Supplies / Adapters	5.00%	All
		239) Rackmountain Equipment	5.00%	All
		240) Remote Power Management	5.00%	All
		241) Surge Suppressors	5.00%	All
		242) UPS / Battery Backup	5.00%	All
		243) 14" & smaller LCD Display	3.50%	All
		244) 15-19" LCD Display	3.50%	All
		245) 15-19" Wide LCD Display	3.50%	All
		246) 15-19" Wide LED Display	3.50%	All
		247) 20-30" LCD Display	3.50%	All
		248) 20-30" Wide LCD Display	3.50%	All
		249) 20-30" Wide LED Display	3.50%	All
		250) PCoIP and Zero Client Displays	3.50%	All
		251) Arm Mounts	3.50%	All
		252) Ceiling Mounts	3.50%	All
		253) Combo Mounts	3.50%	All
		254) Desktop Stands / Risers	3.50%	All
		255) Flat Wall Mounts	3.50%	All
		256) Mount Accessories	3.50%	All
		257) Pole Display	4.25%	All
		258) Stands / Carts / Feet	3.50%	All
		259) Tilt Wall Mounts	3.50%	All

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		260) C-Cure Products	4.00%	All
		261) Istar Products	5.50%	All
11)	Group 11 - Services	**SERVICE**	**STANDARD HOURLY RATE**	**DISCOUNT FROM STANDARD RATE**
		Design and Analysis	Please see CDW•G's Professional Services Offering below for descriptions of CDW•G's Professional Services.	
		Configuration		%
		Implementation		%
		Installation		%
		Training		%
		Maintenance & Support		%
		CDW Configuration Services		5%
12)	Group 12 - Additional Products/Services Not Identified	Please see CDW•G's Configuration Services Pricelist below for descriptions and pricing of CDW•G's Configuration Services.		
		Apple Products for eligible Government and Educational Entities		0.50%

CDW•G has conformed to the National Pricing structure aligning to National IPA's product taxonomy, however, **CDW•G will manage the resultant contract according to CDW•G's Product Tree below, which shall govern all purchases and provides more breadth and a more complete representation of the CDW•G Catalog. All discounts will be applied by product category listed below to CDW•G's Nationally Advertised Pricing which is publicly verifiable at www.cdwg.com.**

CDW•G Product Tree Categories	Discount
Accessories	6.75%
Power, Cooling & Racks	5.00%
Desktop Computers	3.00%
PC Compatible Desktop Computer	2.10%
PC Compatible Workstation	3.00%
Blade PCs	3.00%
RISC Processor Workstation	3.00%
Thin Clients	3.00%
Web TV Access Unit	3.00%

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Windows Based Terminals	3.00%
Data Storage / Drives	5.50%
Enterprise Storage	5.00%
Point of Sale/Data Capture	4.25%
Servers & Server Management	4.00%
Services (CDW Delivered)	0.00%
Notebook/Mobile Devices	2.50%
Notebook Computers	2.10%
Notebook Accessories	2.50%
Wireless Communication Devices	2.50%
Convertible PCs/Slate PCs/iPAD	2.25%
Chromebooks	0.00%
Netcomm Products	5.50%
Gigabit Switch	6.00%
Modular Switch Chassis	6.00%
Modular Switches	5.50%
Carts and Furniture	5.00%
Printing & Document Scanning	3.00%
Services (3rd Party Delivered)	0.00%
Warranties-Product Protection	3.50%
Software	4.00%
Collaboration Hardware	4.25%
Memory/System Components	13.00%
Video-Projection-Pro Audio	3.50%
Cables	15.00%
CDW Configuration Services	5.00%
Apple Products for Eligible Entities	.50%

CDW•G will work with Manufacturers and the City or Participating Agencies, as applicable, post award to ensure they are aware of and participating in special manufacturer programs.

CDW•G Account Managers will work with the City or Participating Agencies, as applicable, post award to determine if large orders qualify to receive additional discounts. These discounts are dependent on order size, delivery schedule and will be negotiated with Manufacturers.

As Apple's largest Corporate Channel Partner in the U.S., CDW•G has negotiated to offer Apple Products to Eligible Government and Educational Entities at the discount listed above and in the pricing table in this Exhibit B.

EXHIBIT B
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CDW•G Professional Services Offering

Major Metro Service Areas

Washington, DC	Raleigh	Madison
New York City Metro	Houston	Wausau
Los Angeles	Tampa	Milwaukee
San Francisco	Atlanta	Appleton
San Diego	National	Grand Rapids
Boston Metro	Dallas	Indianapolis
Chicago	Cincinnati	Cleveland
Federal	Detroit	
Philadelphia	Minneapolis	
Seattle	St. Louis/KC	
	Denver	
	Nashville	
	Portland	

Services apply to both CDW•G executed professional services and services which are sub-contracted through a CDW•G authorized third party provider. Hourly or fixed rates will be negotiated based on the customer, geography, scope of the professional service engagement, and level of engineer required to perform the service. CDW•G will create a Statement of Work (SOW) detailing the exact scoping and pricing of the Services to be provided, which will be executed by CDW•G and the National IPA member prior to the start of Services. Sample SOW is included in our proposal. Expenses (T and E) may be an additional consideration depending on project specifics.

Solution Domain	Discipline	Technology Domain	Role
Datacenter	**Storage**	**Data Migration**	Senior Consulting Engineer
		EMC	Senior Consulting Engineer
		IBM	Senior Consulting Engineer
		VMWare	Senior Consulting Engineer
		NetApp	Senior Consulting Engineer
Datacenter	**Networking & Enterprise Networking**	**Infrastructure & Networking**	Associate Consulting Engineer
			Consulting Engineer
			Senior Consulting Engineer
			Principal Consulting Engineer
			Technical Lead
Mobility	**Client Management**	**Client Virtualization Endpoint Management Mobile Device Management**	Associate Consulting Engineer
			Consulting Engineer
			Senior Consulting Engineer
			Principal Consulting Engineer
			Technical Lead
	VDI	**Citrix**	Senior Consulting Engineer
Security	**Network Security**	**Network Security**	Associate Consulting Engineer
			Consulting Engineer
			Senior Consulting Engineer
			Principal Consulting Engineer
			Technical Lead

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Security	**Information Security**	**Information Security**	Penetration Testing
			Gap Analysis (HIPAA gap, PCI Gap, NIST)
Collaboration	**Communication**	**Voice, Video Collaboration**	Associate Consulting Engineer
			Consulting Engineer
			Senior Consulting Engineer
			Principal Consulting Engineer
			Technical Lead
Collaboration	**Engagement**	**Contact Center**	Associate Consulting Engineer
			Consulting Engineer
			Senior Consulting Engineer
			Principal Consulting Engineer
			Technical Lead
Collaboration	**Productivity**	**Information Worker**	Associate Consulting Engineer
			Consulting Engineer
			Senior Consulting Engineer
			Principal Consulting Engineer
			Technical Lead
Consulting Advisory Services	**Consulting Advisory Services**	**Consulting Advisory Services**	CAS_Business_Analyst
			CAS_Consulting_Services_Architect
			CAS_Engagement_Manager
			CAS_Technology_Architect
			CAS_Business_Architect
Project & Program Management	**Project & Program Management**	**Project & Program Management**	Project Admin
			Project Manager
			Senior Project Manager
			Program Manager

CDW•G Configuration Services

Service Group	EDC	Description	Advertised Price	Contract Discount	Contract Ceiling Price
Hardware Configurations and Priority Service					
Priority	1625768	PRIORITY SERVICE	$ 21.99	5%	$ 20.89
Hardware	1706188	CDW Hardware Install for Server	$ 32.99	5%	$ 31.34
Hardware	1706189	CDW Hardware Install for DT-LT	$ 17.99	5%	$ 17.09
Hardware	1820627	CDW Hardware Install for Netcom	$ 22.99	5%	$ 21.84
Hardware	3558560	CDW MOBILE DEVICE SIM CARD INSTALL	$ 9.99	5%	$ 9.49
Hardware	2437037	CDW RACK CONFIG 1 CREDIT	$ 82.99	5%	$ 78.84
Hardware	3803338	CDW HARDWARE INSTALL FOR PRINTER	$ 32.99	5%	$ 31.34
Asset Tagging					
Asset Tags	322170	CDW ASSET TAGS NO INSTALL MAIL ONLY	$ 0.98	5%	$ 0.93
Asset Tags	338519	CDW ASSET TAG W/O INSTALL	$ 9.99	5%	$ 9.49
Asset Tags	338521	CUSTOMER ASSET TAG CONFIG SERVICE	$ 9.99	5%	$ 9.49
Asset Tags	500814	CDW CREATE CUSTOM TAG/LABEL	$ 29.99	5%	$ 28.49
Asset Tags	500815	BASIC CUSTOM TAG	$ 9.99	5%	$ 9.49
Asset Tags	500817	INTERMEDIATE CUSTOM TAG	$ 17.99	5%	$ 17.09

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Asset Tags	500818	ADVANCED CUSTOM TAG	$ 22.99	5%	$	21.84
Asset Tags	537315	CDW CREATED CUSTOM TAG – MAIL ONLY	$ 1.22	5%	$	1.16
Asset Tags	955862	CDWG UID TAG/LABEL	$ 9.99	5%	$	9.49
Asset Tags	1095109	CDW RFID TAG	$ 61.99	5%	$	58.89
Asset Tags	3465262	BASIC CUSTOM TAG W/BOX DUP TAG	$ 10.99	5%	$	10.44
Asset Tags	3465269	CUSTOMER ASSET TAG W/BOX DUP REQ6330	$ 10.99	5%	$	10.44
Asset Tags	4347185	CUSTOMER ASSET TAG W BOX DUP REQ6247	$ 12.99	5%	$	12.34
Asset Tags	3465895	INTERMEDIATE CUSTM TAG W-BOX DUP TAG	$ 21.99	5%	$	20.89
Asset Tags	3982815	ADV CUSTOM TAG W/BOX DUP	$ 24.99	5%	$	23.74
Configuration Service Bundles						
Bundle	2342089	CDW HW IMAGE CDW ASSET TAG-REQ1173	$ 45.99	5%	$	43.69
Bundle	2342092	CDW HW IMAGE BASIC CUSTM TAG-REQ1174	$ 52.99	5%	$	50.34
Bundle	2342096	CDW HW IMAG CUSTMR ASSET TAG-REQ1175	$ 52.99	5%	$	50.34
Bundle	2342098	CDW IMAG CSTMR ASSET TAG PRI-REQ1176	$ 46.99	5%	$	44.64
Bundle	2342102	CDW IMAGE CDW ASSET TAG PRI-REQ1177	$ 39.99	5%	$	37.99
Bundle	2342106	CDW HW IMAGE PRIORITY-REQ1178	$ 53.99	5%	$	51.29
Bundle	2423730	CDW HW IMAGE CDW ASSET PRI-REQ1193	$ 53.99	5%	$	51.29
Bundle	2423732	CDW HW IMG BSC CSTM TAG PRI-REQ1194	$ 59.99	5%	$	56.99
Bundle	2423734	CDW HW IMAG CUSTMR ASSET PRI-REQ1195	$ 59.99	5%	$	56.99
Bundle	2426793	CDW IMAGE CUSTMER ASSET TAG-REQ1197	$ 39.99	5%	$	37.99
Bundle	2426795	CDW IMAGE CDW ASSET TAG-REQ1198	$ 32.99	5%	$	31.34
Bundle	2426798	CDW HARDWARE IMAGE DEPLOY-REQ1199	$ 45.99	5%	$	43.69
Bundle	2853723	CDW IMAGE BASIC CUSTOM TAG-REQ1324	$ 39.99	5%	$	37.99
Bundle	2853726	CDW IMAGE BIOS CUSTOMIZATION-REQ1325	$ 39.99	5%	$	37.99
Bundle	3269810	CDW HW IMG INTRM TAG CMPTRAC REQ1901	$ 63.99	5%	$	60.79
Bundle	3327808	CDW LIGHT TOUCH IMAGE DEPLOY W-VPN	$ 42.99	5%	$	40.84
Bundle	4008018	LEVEL 1 IOS\ETCH INSERT REQ 5075	$ 39.99	5%	$	37.99
Bundle	4008025	LEVEL 1 IOS\ETCH REQ 5076	$ 33.99	5%	$	32.29
Bundle	4041681	IOS LVL1 & SRVC CUST INSERT REQ5156	$ 28.99	5%	$	27.54
Bundle	4056755	INT CUST TAG&DUP + DATA CAP CONTRACT	$ 21.99	5%	$	20.89
Bundle	4086733	CDW LT IMAGE DEPLOY W/VPN&BOX LABEL	$ 44.99	5%	$	42.74
Bundle	4171085	COI SPECOPS & PROJECTMANGEMENT R5611	$ 569.99	5%	$	541.49
Diagnostics						
Diagnostics	214266	CDW BURN IN 12 HOURS	$ 21.99	5%	$	20.89
Imaging						
Imaging	195856	CDW INSTALLING CUSTOM SERVER IMAGE	$ 113.99	5%	$	108.29
Imaging	247489	HILL ROM CREATE CUSTOM RESTORE CD	$ 49.99	5%	$	47.49
Imaging	266912	CDW APPLE IMAGE DEPLOYMENT	$ 32.99	5%	$	31.34
Imaging	283926	CDW MASTER IMAGE CREATION CREDIT	$ 183.99	5%	$	174.79
Imaging	379370	CDW INSTALLING CUSTOM PDA IMAGE	$ 17.99	5%	$	17.09
Imaging	534223	CDW STANDARD IMAGE DEPLOYMENT DT/NB	$ 32.99	5%	$	31.34
Imaging	763587	FLASH DRIVE IMAGING	$ 9.99	5%	$	9.49
Imaging	763593	CDW USB RESTORE UPTO 16GB	$ 39.99	5%	$	37.99
Imaging	809048	CDW MAINTAIN CUSTOM PC IMAGE-CREDIT	$ 31.99	5%	$	30.39
Imaging	1640342	CDW INSTALLING ALTIRIS SERVER IMAGE	$ 113.99	5%	$	108.29
Imaging	1926223	CDW TERMINAL IMAGE DEPLOYMENT	$ 32.99	5%	$	31.34
Imaging	2691836	CDW ZERO TOUCH IMAGE DEPLOYMENT	$ 32.99	5%	$	31.34
Imaging	2798606	CDW IMAGE MODEL MIGRATION CREDIT	$ 113.99	5%	$	108.29

EXHIBIT B
PRICING

Imaging	2869570	CDW USB RESTORE UPTO 32GB	$ 52.99	5%	$	50.34
Imaging	3652393	CDW CREATE CUSTOM RECOVERY PARTITION	$ 353.99	5%	$	336.29
Imaging	3765107	SERVER RACKING ADV IMAGING SVC	$ 219.99	5%	$	208.99
Imaging	3982809	CDW USB RESTORE SVC UPTO 64GB	$ 63.99	5%	$	60.79
Imaging	4008336	CHROME WHITE GLOVE SERVICE TIER1	$ 22.93	5%	$	21.78
Imaging	4008354	CHROME WHITE GLOVE SERVICE TIER2	$ 24.93	5%	$	23.68
Imaging	4419882	CHROME UNMANAGED KIOSK APP INSTALL	$ 28.92	5%	$	27.47
Imaging	4086723	CDW IMAGE DEPLOY W BOX LABEL REQ6281	$ 33.99	5%	$	32.29
Imaging	4086738	CDW SCCM SRV-ZERO TOUCH W/BOX LABEL	$ 33.99	5%	$	32.29
Laser Etching / Color Branding						
Laser Etching	1461344	CDW LASER ETCHING-TIER 1 STATIC SML	$ 11.00	5%	$	10.45
Laser Etching	2815190	CDW LASER ETCHING-TIER 2 STATIC LRG	$ 15.00	5%	$	14.25
Laser Etching	2815191	CDW LASER ETCHING-TIER 3 DYNAMIC	$ 22.00	5%	$	20.90
Color Branding	3223260	CDW COLOR BRANDING TEMPLATE	$ -	5%	$	-
Color Branding	4100630	CDW COLOR BRANDING TIER 1	$ 15.00	5%	$	14.25
Color Branding	3223250	CDW COLOR BRANDING TIER 2	$ 22.00	5%	$	20.90
Color Branding	3436605	CDW COLOR BRANDING TIER 3	$ 30.00	5%	$	28.50
Mobile Carts						
Mobile Carts	4466480	CDW CHROMEBOOK WIRE CART CONFIG	$ 120.00	5%	$	114.00
Netcom						
Netcom	311718	CDW NETWORK & SECURITY DEVICE CONFIG	$ 40.00	5%	$	38.00
Netcom	1550455	CDW NETWORK & SEC CHASSIS CONFIG BUN	$ 100.00	5%	$	95.00
Netcom	1550460	CDW NETWORK & SEC DEVICE CONFIG BUN	$ 65.00	5%	$	61.75
Netcom	2394839	CDW NETWORK & SEC CHASSIS CONFIG	$ 70.00	5%	$	66.50
Netcom	2432019	CDW VPN DOMAIN JOIN ONLY	$ 8.00	5%	$	7.60
Netcom	3628500	CDW VPN DOMAIN JOIN ONLY-PCA	$ 8.00	5%	$	7.60
Netcom	3651585	CDW AP/ENDPOINT PROVISIONING	$ 30.00	5%	$	28.50
Netcom	4121801	CDW AP/ENDPOINT FIRMWARE UPDATE	$ 16.00	5%	$	15.20
Netcom	4219966	CDW CLIENT VPN CONFIGURATION	$ 12.00	5%	$	11.40
Other						
Other	504311	CDW HP ILO ACTIVATION	$ 12.00	5%	$	11.40
Other	872360	CDW SYSTEM BIOS/FIRMWARE UPG	$ 16.00	5%	$	15.20
Other	1197175	CDW CUSTOM IP CONFIGURATION	$ 12.00	5%	$	11.40
Other	1197180	CDW BIOS CUSTOMIZATION	$ 5.00	5%	$	4.75
Other	1369901	CDW SRVC CUSTOM ADDED INSERTS	$ 5.00	5%	$	4.75
Other	1369904	CDW DDS / COMPUTRACE ACTIVATION	$ 5.00	5%	$	4.75
Other	1369905	CDW DATA CAPTURE & TRACKING SRVC	$ 5.00	5%	$	4.75
Other	1713539	CDW SPECIAL CONFIG REQ - 1 CREDIT	$ 5.00	5%	$	4.75
Other	1713542	CDW SPECIAL CONFIG REQ - 6 CREDITS	$ 30.00	5%	$	28.50
Other	1713544	CDW SPECIAL CONFIG REQ - 12 CREDITS	$ 60.00	5%	$	57.00
Other	2366694	CDW APPLE IOS CUSTOMIZATION LVL 1	$ 15.00	5%	$	14.25
Other	2366709	CDW APPLE IOS CUSTOMIZATION LVL 2	$ 30.00	5%	$	28.50
Other	2613286	CDW ANDROID CUSTOMIZATION LVL 1	$15.00	5%	$	14.25
Other	2613287	CDW ANDROID CUSTOMIZATION LVL 2	$ 30.00	5%	$	28.50
Other	2671476	CDW SCREEN OVERLAY INSTALL SERVICE	$ 8.00	5%	$	7.60
Other	2696504	CDW Hard Drive Data Encryption DT/NB	$ 12.00	5%	$	11.40
Other	2828923	CDW SAS RAID Activation	$ 12.00	5%	$	11.40
Other	2858009	CDW KINDLE AD REMOVAL REQ1329	$ 30.00	5%	$	28.50

EXHIBIT B
PRICING

Other	3553290	CDW APPLE ID CREATION	$ 5.00	5%	$	4.75
Other	3899153	CDW VPRO BASIC ACTIVATION REQ4717	$ 5.00	5%	$	4.75
Other	4248044	CDW LENOVO IMM ACTIVATION	$ 12.00	5%	$	11.40
Other	4176320	CDW ASSET MGMNT UPDATE SVC REQ 5634	$ 1.25	5%	$	1.19
Software						
Software	76056	CDW APPLICATION INSTALL DT/NB	$ 36.00	5%	$	34.20
Software	76980	CDW NETWORK OPERATING SYSTEM INSTALL	$ 200.00	5%	$	190.00
Software	346243	CDW STD WINDOWS CLIENT OS INSTALL	$ 90.00	5%	$	85.50
Software	931000	CDW NETWORK APPLICATION INSTALL	$ 100.00	5%	$	95.00
Software	1197183	CDW APPLICATION UPDATES AND MAINTENANCE	$ 22.00	5%	$	20.90
Software	1278296	CDW OEM MFG OS INSTALLATION	$ 90.00	5%	$	85.50
Software	1291101	CDW LINUX INSTALLATION OS-ALL VERS	$ 120.00	5%	$	114.00
Software	1550439	SUN SOLARIS INSTALLATION – ALL VERSIONS	$ 200.00	5%	$	190.00
Software	1550447	VMWARE INSTALLATION – ALL VERSIONS	$ 70.00	5%	$	66.50
Software	3803347	CDW SOFTWARE CONFIG FOR PRINTER	$ 24.00	5%	$	22.80
Software	3982800	CDW HDD OS SWAP SVC REQ5012	$ 36.00	5%	$	34.20
Configuration Project Management / COI						
Proj. Mgmt	3110955	CDW CONFIG PROJECT COORD HRLY CREDIT	$ 75.00	5%	$	71.25
Proj. Mgmt	4289890	CDW CONFIG PM 150 HRLY CHARGE	$ 150.00	5%	$	142.50
Proj. Mgmt	3536706	CDW COI PROJ COORD /OPS COST	$ 5,000.00	5%	$	4,750.00
Proj. Mgmt	3543509	CDW CONFIG PROJECT COORD CREDIT/UNIT	$ 5.00	5%	$	4.75
Proj. Mgmt	3752290	CDW PROJ MNGMNT CONFIG AP SVC	$ 7.00	5%	$	6.65
Proj. Mgmt	4086747	CONFIGS SERVICES PROJ MGMT(PER UNIT)	$ 1.00	5%	$	0.95
Proj. Mgmt	4087191	CONFIGS SERVICES PROJ MGMT(PER UNIT)	$ 0.50	5%	$	0.48
COI	3268855	CDW CONFIG PROJECT COORD COI SVC	$ 300.00	5%	$	285.00
COI	3561536	COI OPS PALLET RECEIVING/PROCESSING	$ 480.00	5%	$	456.00
COI	4439488	COI OPS PALLET/MONTH REC/PRO	$ 40.00	5%	$	38.00
COI	3659769	CDW COI OPERATIONAL EXPENSE WITH SN	$ 10.00	5%	$	9.50
COI	3827583	COI TEMP TAG NO INSTALL E-MAIL	$ 10.00	5%	$	9.50

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contribution of $250,000.00 to the Bishop State Community College Foundation for the purpose of funding construction and opening of the Advanced Manufacturing Center.

Amount of Contract:

$250,000.00

Funding Source

Project # C0007			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	3/4/2021 - 12:57 PM
Legal	Kern, Chris	Approved	3/4/2021 - 12:58 PM
Capital	McMillan, Marilyn	Approved	3/4/2021 - 1:11 PM
Mayors Office	Barber, James	Approved	3/4/2021 - 1:57 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

Submitted by:

Nick Amberger, PE
City Engineer

Sponsored by:

Mayor Stimpson and Council Members Richardson, Manzie, Small, Williams, Daves, Rich and Gregory.

Purpose and Scope of Project:

To accept professional service contract with Osprey Initiative, LLC for litter removal on Dog River, 3/1 Mile Creek in the amount of $200,000.00. This is either necessary to respond to Covid -19 or necessary to perform essential minimal functions of the Council.

Amount of Contract:

$200,000.00

Funding Source

Project # Removal of Litter on Dog River, 3/1 Mile Creek - C0446 STORM WATER FEES	**Discretionary Funds**
Project String	**Contract Number:**3161
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	2/25/2021 - 12:09 PM
Capital	Hollins, Tiffany	Approved	2/25/2021 - 1:34 PM
Legal	Kern, Chris	Approved	3/3/2021 - 4:18 PM

Mayors Office	Barber, James	Approved	3/4/2021 - 1:56 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

Submitted by:

Brad Christensen, Director of Real Estate Asset Management

Sponsored by:

Councilmember Gregory & Mayor Stimpson

Amount of Contract:

$507,275.00

Funding Source

Project # Langan Park - Pavilion Improvements PR-048-20	**Discretionary Funds**
Project String 20002000-48010	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Christensen, Brad	Approved	3/3/2021 - 9:38 AM
Capital	McMillan, Marilyn	Approved	3/3/2021 - 10:10 AM
Legal	Kern, Chris	Approved	3/3/2021 - 4:28 PM
Mayors Office	Barber, James	Approved	3/4/2021 - 1:57 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

Councilmember John Williams
Councilmember Joel Daves
Mayor Stimpson

Purpose and Scope of Project:

to authorize the mayor and city clerk to execute and attest, respectively, the Performance Contract with Navy League of the United States, Mobile Council, Inc., to appropriate $50,000 to the Navy League to help fund a successful commissioning ceremony

Amount of Contract:

$50,000.00

Effective Date of Contract:

3/16/2021

Funding Source

Project # Resolution for Performance Contract with Navy League

Discretionary Funds $5,000 - D0017; $5,000 - D0016

Project String C0007 - City share-economic dev incentive

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
		3/4/2021 - 11:30

Legal	Barfield, Becky	Approved	AM
Legal	Kern, Chris	Approved	3/4/2021 - 12:06 PM
Capital	McMillan, Marilyn	Approved	3/4/2021 - 12:26 PM
Mayors Office	Barber, James	Approved	3/4/2021 - 1:58 PM

AGENDA ITEM SUMMARY SHEET

Agenda of: 3/9/2021

Submitted by:
James Barber, Public Safety Director

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
To engage Contractor to provide said services as directed by and serving both the Office of Public Safety and the City of Mobile Police Department in the capacity of a **TECHNICIAN** (Assigned to The Gulf Coast Technology Center); additionally performing tasks and services covered by the Department of Justice Sexual Assault Kit Initiative (SAKI).

Amount of Contract:
$49,500

Effective Date of Contract:
4/1/2021

Funding Source

Project #	**Discretionary Funds**
Project String G-PDSAKI18.PROFTECHNC.ANALYST 53145314 42200	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Public			3/1/2021 - 12:34

Safety	Barber, James	Approved	PM
Accounting	Daniels, Bettye	Approved	3/4/2021 - 10:59 AM
Legal	Kern, Chris	Approved	3/4/2021 - 11:05 AM
Legal	Kern, Chris	Approved	3/4/2021 - 11:06 AM
Mayors Office	Barber, James	Approved	3/4/2021 - 1:57 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

Submitted by:
James Barber, Public Safety Director

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
To engage Contractor to provide said services as directed by and serving both the Office of Public Safety and the City of Mobile Police Department in the capacity of a **TECHNICIAN** (Assigned to The Gulf Coast Technology Center); additionally performing tasks and services covered by the Department of Justice Sexual Assault Kit Initiative (SAKI).

Amount of Contract:
$45,000

Effective Date of Contract:
4/1/2021

Funding Source

Project #	**Discretionary Funds**
Project String G-PDSAKI18.PROFTECHNC.ANALYST 53145314 42200	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Public			3/1/2021 - 12:34

Safety	Barber, James	Approved	PM
Accounting	Daniels, Bettye	Approved	3/4/2021 - 10:59 AM
Legal	Kern, Chris	Approved	3/4/2021 - 11:08 AM
Legal	Kern, Chris	Approved	3/4/2021 - 11:08 AM
Mayors Office	Barber, James	Approved	3/4/2021 - 1:57 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

Submitted by:
James Barber, Public Safety Director

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
To engage Contractor to provide said services as directed by and serving both the Office of Public Safety and the City of Mobile Police Department in the capacity of a **TECHNICIAN** (Assigned to The Gulf Coast Technology Center); additionally performing tasks and services covered by the Department of Justice Sexual Assault Kit Initiative (SAKI).

Amount of Contract:
$59,500

Effective Date of Contract:
4/1/2021

Funding Source

Project #	**Discretionary Funds**
Project String G-PDSAKI18.PROFTECHNC.ANALYST 53145314 42200	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
Public		3/1/2021 - 12:33

Safety	Barber, James	Approved	PM
Capital	Hollins, Tiffany	Rejected	3/1/2021 - 11:54 AM
Accounting	Daniels, Bettye	Approved	3/4/2021 - 10:59 AM
Legal	Kern, Chris	Approved	3/3/2021 - 4:22 PM
Mayors Office	Barber, James	Approved	3/1/2021 - 1:01 PM
Legal	Kern, Chris	Approved	3/3/2021 - 4:22 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

Submitted by:

Carleen Stout-Clark, Real Estate Officer
Nick Amberger, Director of Engineering

Sponsored by:

William S. Stimpson, Mayor
Fredrick D. Richardson, Jr.

Purpose and Scope of Project:

Resolution accepting a Permanent Drainage Easement, that is necessary to perform essential minimum functions of the Council, from Debbie Leann Pettway, for the 2018 CIP Trinity Gardens Area Street Drainage Improvements Project, Tract 1.

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	Christensen, Brad	Approved	3/2/2021 - 1:09 PM
Legal	Kern, Chris	Approved	3/3/2021 - 4:20 PM
Mayors Office	Barber, James	Approved	3/4/2021 - 1:56 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

Submitted by:

James Roberts, Senior Director
Neighborhood Development

Sponsored by:

Mayor William S. Stimpson

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	3/4/2021 - 10:34 AM
Legal	Kern, Chris	Approved	3/4/2021 - 10:56 AM
Mayors Office	Barber, James	Approved	3/4/2021 - 1:58 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

Submitted by:

James Roberts, Senior Director
Neighborhood Development

Sponsored by:

Mayor William S. Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	3/4/2021 - 12:37 PM
Legal	Kern, Chris	Approved	3/4/2021 - 12:59 PM
Mayors Office	Barber, James	Approved	3/4/2021 - 2:51 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:
Councilmember C. J. Small - District 3

Purpose and Scope of Project:
Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:
N/A

Effective Date of Contract:
3/9/2021

Funding Source
Project # 1205 Belle Cour Drive E - ME-121-20 **Discretionary Funds** N/A
Project String N/A **Contract Number:**N/A
Budget Amendment **REDUCE** N/A **INCREASE** N/A
Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	3/2/2021 - 12:11 PM
City Clerk	Merchant, Mary Ann	Approved	3/3/2021 - 5:02 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember - C. J. Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

3/9/2021

Funding Source

Project # 724 Kentucky Street - ME-115-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	3/2/2021 - 12:13 PM
City Clerk	Merchant, Mary Ann	Approved	3/3/2021 - 5:02 PM

AGENDA ITEM SUMMARY SHEET

Agenda of: 3/9/2021

Submitted by:

Shonnda Smith
Senior Director
Parks and Recreation

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Recognize employee of the month for March 2021. James Richardson is with the Tennis Division (Lyons Park) in Parks and Recreation.

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
Parks and Recreation	Merchant, Mary Ann	Approved	2/22/2021 - 11:19 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/9/2021

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	3/9/2021 - 8:25 AM