



AGENDA

MOBILE CITY COUNCIL MEETING

Tuesday, March 2, 2021, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

February 23, 2021

7. **COMMUNICATIONS FROM THE MAYOR**
8. **MONTHLY FINANCE REPORTS**
9. **ADOPTION OF THE AGENDA**
10. **APPEALS**

Request of Saraland High School Jazz Band for a waiver of the Noise Ordinance in Cooper Riverside Park on March 30, 2021, from 5:00-8:30 p.m. (District 2).

Request of Cottage Hill Baptist Church, 4255 Cottage Hill Road, for a waiver of the Noise Ordinance on April 4, 2021, from 5:00-11:00 a.m. (District 4).

Request of Larry Seals, 2110 Crawford Place, for a waiver of the Noise Ordinance on March 14, 2021, from 4:00-10:00 p.m. (District 1).

11. **PUBLIC HEARINGS**

Public hearing 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 (District 4).

Public hearing to fix the costs for the demolition of the structure at 2056

General Gorgas Drive North, \$3,850.00 (District 1).

Public hearing to fix the costs for the demolition of the structure at 374 Dunbar Street, \$3,850.00 (District 2).

Public hearing to fix the costs for the demolition of the structure at 1220 Dr. Martin Luther King Jr. Avenue, \$5,980.00 (District 2).

Public hearing to fix the costs for the demolition of the structure at 613 Belsaw Avenue, \$2,200.00 (District 2).

Public hearing to fix the costs for the demolition of the structure at 800 Holcombe Avenue, \$4,183.00 (District 5).

12. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

ESSENTIAL/COVID 19 ITEMS HELD OVER

34-003 Ordinance to amend Chapter 34 of the City Code to include the real property business privilege tax applicable to lessors of residential buildings and dwellings to the schedule of licenses (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development).

57-009 Ordinance to Amend Chapter 57 Article VIII of the City Code and to add a new Article IX, Small Cell Facilities on Public Rights-of-Way (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

64-012 Ordinance to amend Chapter 64 of the City Code to delete Section 64.4.H, Tree Protection Requirements.

64-013 Ordinance to rezone property located at 704 Lakeside Drive West (west side of Lakeside Drive West, 150' south of Cottage Hill Road) from B-1 and B-2 to B-3 (District 4).

88-014 Ordinance to authorize the sale of 2662 Fillingim Street to Doris Bettis (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development).

08-126 Approve purchase order to Sunsouth LLC for two skid steer loaders, \$70,954.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

21-127 Authorize contract with Laine Federal Solutions Inc. for YES intern staffing services, \$175,000 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

21-128 Authorize contract with Zeke-Trice, LLC, d/b/a Rowe Engineering & Surveying, for survey of property south of Magnolia Golf Course (sponsored by Mayor Stimpson & Councilmember Gregory) (submitted by Carleen Stout-

Clark, REAM).

31-129 Authorize the FY20 Staffing for Adequate Fire and Emergency Response (SAFER) Grant, \$5,183,996.70 (no match) (sponsored by Mayor Stimpson) (submitted by Chief Lami, MFRD).

31-130 Adopt the CDBG, HOME and ESG 2020-21 Action Plan (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development).

ESSENTIAL/COVID 19 ITEMS

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.

65-017 Ordinance to create Chapter 65 of the City Code relating to tree protection and the Mobile Tree Commission (sponsored by Mayor Stimpson) (submitted by Flo Kessler, Legal Department).

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 - Ditch 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).

27-149 Approve the use of electronic vote counting system for 2021 Municipal Election (sponsored by Mayor Stimpson) (submitted by Lisa C. Lambert, City Clerk).

40-150 Fix the costs for the demolition of the structure at 2056 General Gorgas Drive North, \$3,850.00 (sponsored by Councilmember Richardson).

40-151 Fix the costs for the demolition of the structure at 374 Dunbar Street, \$3,850.00 (sponsored by Councilmember Manzie).

40-152 Fix the costs for the demolition of the structure at 1220 Dr. Martin Luther King Jr. Avenue, \$5,980.00 (sponsored by Councilmember Manzie).

40-153 Fix the costs for the demolition of the structure at 613 Belsaw Avenue, \$2,200.00 (sponsored by Councilmember Manzie).

40-154 Fix the costs for the demolition of the structure at 800 Holcombe Avenue, \$4,183.00 (sponsored by Councilmember Daves).

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).

58-156 Authorize removal of weeds, Group #1610.

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).

60-158 Approve award of special bonus to the Officer of the Month as part of the Mayor's Incentive Program, Wilfredo Fernandez, \$500.00 (sponsored by Mayor Stimpson) (submitted by Chief Lawrence L. Battiste, IV, Police Department).

60-159 Determine an appropriation to John L. LeFlore High School serves a public purpose and approve payment, \$2,000.00 (sponsored by Councilmember Richardson) (submitted by Rebecca Christian, Accounting Department).

60-160 Determine an appropriation to The Village of Spring Hill, Inc., serves a public purpose and approve payment, \$8,500.00 (sponsored by Councilmember Daves) (submitted by Rebecca Christian, Accounting Department).

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

13. CALL FOR PUBLIC HEARINGS

41-162 Call for public hearing to rezone property located at the east terminus of Blue Ridge Boulevard, extending to the west terminus of Old Dobbin Drive North, the west terminus of Harness Way, the north terminus of Creekline Drive and the north terminus of Valleydale Drive from R-1, R-2 and B-1 to R-1 (scheduled for March 30, 2021).

14. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of: 3/2/2021

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

2/26/2021 - 9:41
AM



AGENDA ITEM SUMMARY SHEET

Agenda of: 3/2/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/24/2021 - 9:39
AM



AGENDA ITEM SUMMARY SHEET

Agenda of: 3/2/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/24/2021 - 9:41
AM



AGENDA ITEM SUMMARY SHEET

Agenda of: 3/2/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/24/2021 - 9:55
AM



AGENDA ITEM SUMMARY SHEET

Agenda of: 3/2/2021

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: 3/2/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/8/2021 - 4:11
PM



AGENDA ITEM SUMMARY SHEET

Agenda of: 3/2/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/8/2021 - 3:51
PM



AGENDA ITEM SUMMARY SHEET

Agenda of: 3/2/2021

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

2/8/2021 - 3:52 PM



AGENDA ITEM SUMMARY SHEET

Agenda of: 3/2/2021

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

2/8/2021 - 4:03 PM



AGENDA ITEM SUMMARY SHEET

Agenda of: 3/2/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/8/2021 - 4:13
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:3/2/2021

Submitted by:

James Roberts, Neighborhood Development

Sponsored by:

Mayor William S. Stimpson, Councilmember Joel Daves, Councilmember Gina Gregory

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	1/21/2021 - 1:31 PM
Legal	Kern, Chris	Approved	1/21/2021 - 1:51 PM
Mayors Office	Barber, James	Approved	1/21/2021 - 3:08 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:3/2/2021

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To amend Chapter 57 Article VIII of the City Code and to add a new Article IX, Small Cell Facilities on Public Rights-of-Way

Amount of Contract:

n/a

Effective Date of Contract:

2/16/2021

Funding Source

Project # Small Cell Facilities on Public Rights-of-Way

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment REDUCE n/a INCREASE n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Legal	Merchant, Mary Ann	Approved	2/4/2021 - 1:31 PM



AGENDA ITEM SUMMARY SHEET

Agenda of: 3/2/2021

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

1/21/2021 - 9:17
AM



AGENDA ITEM SUMMARY SHEET

Agenda of: 3/2/2021

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

1/21/2021 -
11:28 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:3/2/2021

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
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REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	2/11/2021 - 2:42 PM
Legal	Kern, Chris	Approved	2/11/2021 - 3:45 PM
Mayors Office	Barber, James	Approved	2/18/2021 - 9:34 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:3/2/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sunsouth LLC for two John Deere 318G skid steer loaders.

Stormwater, Capital fund.

Amount of Contract:

\$70,954.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200218 Sunsouth Agenda Package POs	Cover Memo	2/18/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	2/18/2021 - 11:30 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>115</u>	2021	(F7000) MOTOR POOL	2 JOHN DEERE 318G SKID STEER LOADERS (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT- NOT ON STATE CONTRACT)	\$70,954.00	<u>(291912)</u> <u>SUNSOUTH LLC</u>

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 00000115-00 FY 2021 Acct No: 4050.70.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Released	Page 1
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Vendor
 SUNSOUTH LLC
 8420 TANNER WILLIAMS RD

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36608

MOBILE, AL 36604
 CARTERD@CITYOF MOBILE.ORG

Tel#251-649-3892
 Fax 251-649-3896

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
10/01/20	291912	10/02/20			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 SKID-STEER LOADER AS SPECIFIED: 2021 OR NEWER JOHN DEERE 318G SKID STEER LOADER WITH OPEN CAB, 72" BUCKET, SINGLE POINT LIFT SYSTEM AS PER YOUR QUOTATION 23566657 DATED 2-12-2021 BASED ON SOURCEWELL CONTRACT #032119-JDC. QUOTE IS DELIVERED PRICING TO CITY OF MOBILE MOTOR POOL 745 SOUTH BROAD STREET MOBILE ALABAMA. Additional Description Notes	2.00 EACH	35477.00000	70954.00

USED 2019 BOBCAT S595 T4 SKID-STEER LOADER, P22 PERFORMANCE PACKAGE, POWER
 BOB-TACH, C10 COMFORT PACKAGE, OPEN CAB, CAB ACCESSORIES PACKAGE,
 TELEMANTICS US 74" HEAVY DUTY BUCKET, BOLT-ON CUTTING EDGE 74" LIFT EYE KIT,
 NO MORE THAN 300 CLOCK HOURS 5 YEAR MAINTENANCE/SERVICE PLAN.

1 4050.70.00.0000.0000.0000.0000.47120. E C0446 .VEHICLEEXP.	70954.00
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Ship To
 MOTOR POOL
 745 BROAD STREET
 MOBILE, AL 36604
 Delivery Reference
 DIANE CARTER-MCCARTY

Deliver To
 MOTOR POOL
 745 BROAD STREET

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000115-00 FY 2021 Acct No: 4050.70.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Released	Page 2
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Vendor
SUNSOUTH LLC
8420 TANNER WILLIAMS RD

Ship To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36608

MOBILE, AL 36604
CARTERD@CITYOF MOBILE.ORG

Tel#251-649-3892
Fax 251-649-3896

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
10/01/20	291912	10/02/20			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
MOBILE, AL 36604			

Requisition Link

Requisition Total 70954.00

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

Account	Amount	Remaining Budget
E C0446 .VEHICLEEXP.	70954.00	837271.47

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

Account	Amount	Remaining Budget
4050.70.00.0000.0000.0000.0000.47120.	70954.00	

STORM WATER EXP

VEHICLE ACQ (GREATER \$5000)

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

Activity	Date	Clerk	Comment
Cancelled	02/17/21	JOHN PAINE	GL Allocation changed
Approved	10/13/20	NICHOLAS AMBERGER	
Approved	02/17/21	NICHOLAS AMBERGER	
Approved	10/13/20	TIFFANY HOLLINS	
Approved	10/13/20	MARILYN MCMILLAN	Auto approved by: 910514227
Approved	10/13/20	RELYA MALLORY	Auto approved by: 910514227
Queued	02/17/21	TIFFANY HOLLINS	.
Queued	02/17/21	MARILYN MCMILLAN	.
Queued	02/17/21	RELYA MALLORY	.
Pending		DONNA MICHELE STANLEY	.
Pending		DONALD ROSE	.
Pending		SANDRA LEWIS	.
Pending		HEATHER KIHET	.
Pending		JOHN PAINE	.

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000115-00 FY 2021 Acct No: 4050.70.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Released	Page 3
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Vendor
 SUNSOUTH LLC
 8420 TANNER WILLIAMS RD

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36608

MOBILE, AL 36604
 CARTERD@CITYOF MOBILE.ORG

Tel#251-649-3892
 Fax 251-649-3896

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
10/01/20	291912	10/02/20			MOTOR POOL

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

FORM E**CONTRACT ACCEPTANCE AND AWARD**

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-JDC

Proposer's full legal name: John Deere Construction Retail Sales

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwartz

COED2A139D06489
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

Chad Coquette

7E42BBF817A64CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-JDC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name

John Deere Construction Retail Sales

Authorized Signatory's Title

Manager, Contract Sales

VENDOR AUTHORIZED SIGNATURE

Mark Oliver

(NAME PRINTED OR TYPED)

Mark Oliver

Executed on

10 May, 2019

Sourcewell Contract # 032119-JDC

SOURCEWELL Contract 032119-JDC**John Deere Construction Retail Sales -- effective 02 December 2020****U.S. Discounts**

John Deere Construction Models	U.S. Contract Discount
Articulated Dump Trucks	
260E	33.00%
310E	33.00%
370E	33.00%
410E-II	32.00%
460E-II	30.00%
Backhoes	
310L EP	45.00%
310L	46.00%
310SL	46.00%
310SL HL	46.00%
315SL	46.00%
410L	44.00%
710L	43.00%
Compact Track Loaders	
317G	32.00%
325G	32.00%
331G	32.00%
333G	32.00%
Dozers	
450K	29.00%
550K	29.00%
650K	29.00%
700K	28.00%
700L	26.00%
750K	28.00%
750L	25.00%
850K	30.00%
850L	28.00%
950K	33.00%
1050K	33.00%
Crawler Loaders	
655K	28.00%
755K	28.00%
Excavators	
75G	34.00%
85G	34.00%
130G FT4	36.00%
135G FT4	36.00%
160G LC FT4	36.00%
180G LC FT4	36.00%
190GW FT4	44.00%
200G LC FT4	36.00%

JOHN DEERE
CONFIDENTIAL

Quantity Discounts:

5-7 Machines	1%
8-14 Machines	2%
15-30 Machines	3%

Please contact local dealer for a quote:

<http://dealerlocator.deere.com/servlet/>

For contract questions, contact:

Mark Oliver

Manager, Government Sales

John Deere Construction Retail Sales

309-748-3418

OliverMarkR@JohnDeere.com

210G LC FT4	36.00%
245G LC FT4	36.00%
250G LC FT4	35.00%
300G LC FT4	35.00%
345G LC FT4	31.00%
350G LC FT4	36.00%
380G LC FT4	36.00%
470G LC FT4	39.00%
670G LC FT4	39.00%
870G LC FT4	39.00%
ZX75US-5	34.00%
ZX85US-5	34.00%
ZX130-6 FT4	36.00%
ZX135US-6 FT4	36.00%
ZX160 LC-6 FT4	36.00%
ZX180 LC-6 FT4	36.00%
ZX190W-6N FT4	44.00%
ZX210 LC-6 FT4	36.00%
ZX245 LC-6 FT4	36.00%
ZX250 LC-6 FT4	35.00%
ZX300 LC-6 FT4	35.00%
ZX345US LC-6N FT4	31.00%
ZX350 LC-6 FT4	36.00%
ZX380 LC-6 FT4	36.00%
ZX470 LC-6 FT4	39.00%
ZX670 LC-6 FT4	39.00%
ZX870 LC-6 FT4	39.00%
Excavators - Compact	
17G	29.00%
26G	29.00%
30G	29.00%
35G	29.00%
50G	29.00%
60G	29.00%
ZX17U-5	29.00%
ZX26U-5	29.00%
ZX30U-5	29.00%
ZX35U-6	29.00%
ZX50U-5	29.00%
ZX60U-5	29.00%
Feller Buncher	
859M	22.00%
Forwarder	
1910G	27.00%
Tractor Loader	
210L EP	39.00%
210L	39.00%
Motor Graders	
620G	43.00%
622G	43.00%
670G	44.00%
672G	44.00%
770G	45.00%



Quantity Discounts:	
5-7 Machines	1%
8-14 Machines	2%
15-30 Machines	3%

Please contact local dealer for a quote:

<http://dealerlocator.deere.com/servlet/>

For contract questions, contact:

Mark Oliver

Manager, Government Sales

John Deere Construction Retail Sales

309-748-3418

OliverMarkR@JohnDeere.com

772G	45.00%
870G	45.00%
872G	45.00%
Skid Steers	
312GR	32.00%
314G	32.00%
316GR	32.00%
318G	32.00%
320G	32.00%
324G	32.00%
330G	32.00%
332G	32.00%
Skidder	
640L II	25.00%
Swing Machine	
2156G	29.00%
2654G	31.00%
2656G	31.00%
Wheel Loaders	
444K	40.00%
444L	37.00%
444 P	37.00%
524K II	43.00%
524L	41.00%
524 P	40.00%
544K II	43.00%
544L	41.00%
544 P	41.00%
624K II	43.00%
624L	41.00%
624 P	40.00%
644K	41.00%
644L	37.00%
644 P	37.00%
644KH	41.00%
644LH	37.00%
644 X	37.00%
724K	41.00%
724L	39.00%
724 P	39.00%
744K II	41.00%
744L	38.00%
824K II	41.00%
824L	38.00%
844K III	41.00%
844K III AH	40.00%
844L	38.00%
844L AH	38.00%
944K	39.00%
Wheel Loaders - Compact	
204L	28.00%
244L	28.00%
304L	28.00%



Quantity Discounts:	
5-7 Machines	1%
8-14 Machines	2%
15-30 Machines	3%

Please contact local dealer for a quote:

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309-748-3418

OliverMarkR@JohnDeere.com

324L	28.00%
344L	28.00%
Worksite Pro Attachments	
Various	20.00%



AGENDA ITEM SUMMARY SHEET

Agenda of:3/2/2021

Submitted by:

Anitra Henderson, Executive Director, Communications and External Affairs

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve contract with Laine Federal Solutions Inc for payroll staffing services for the YES intern program.

Capital

Amount of Contract:

NTE \$175,000/year for 3 years

Funding Source

Project # P0101

Discretionary Funds

Project String #__P0101. PROFTECHNC.
20002000 42200

Contract Number:3137

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
2021 Agenda Package Contract YES Intern Staffing	Cover Memo	2/9/2021

REVIEWERS:

Department	Reviewer	Action	Date
Communications and External Affairs	Henderson, Anitra	Approved	2/12/2021 - 9:21 AM
Capital	Hollins, Tiffany	Approved	2/12/2021 - 2:18 PM

Legal	Kern, Chris	Approved	2/12/2021 - 3:19 PM
Legal	Kern, Chris	Approved	2/12/2021 - 3:19 PM
Mayors Office	Barber, James	Approved	2/18/2021 - 9:33 AM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)



PROJECT NAME: 2021-2024 YES INTERN PROGRAM

PROJECT # P0101. PROFTECHNC. 20002000 42200

PROJECT DESCRIPTION PAYROLL FOR YES INTERNS

CONTRACT AMOUNT \$175,00 per year for 3 years.

VENDOR NAME Laine Federal Solutions Inc

VENDOR NUMBER 296913

DEPT # 0510 DEPT NAME MAYOR'S OFFICE

CONTRACT ADMINISTRATOR Anitra Henderson

Please Select by circling one (Type): Service Contract

Architectural Engineering Testing Professional Services

Construction (Unit Price)* Construction** Non Contractual Performance

RETAINAGE INFORMATION: None

SHOULD RETAINAGE BE WITHHELD? Y N X ; 5% of the 1st 50% or

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Don Rose Date 9 Feb 2021

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:

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 Laine Federal Solutions Incorporated in an amount not to exceed \$175,000 per year, for a one year period, and renewable without further Council approval for two additional years, for personnel staffing services for the Youth Empowered for Success intern program, attached hereto and made a part hereof as though set forth in full, and to approve the supporting bid award. 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



City of Mobile

Project: Personnel Payroll/Staffing Services

AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this ____ day of _____, 20__ (the "Effective Date"), by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and Laine Federal Solutions, Incorporated, (hereinafter "Contractor"), a for profit company organized under the laws of the State of Alabama.

WHEREAS, the City requires personnel staffing services for the City "Youth Empowered for Success" intern program, and

WHEREAS, the City has requested that Contractor provide these services and Contractor has agreed to provide such.

WITNESSETH, that this Contractor and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. Scope of the Work; Term. The location, frequency and lump sum cost or unit price of the Services are as set out in **Exhibit A**, Scope of Work, Typical YES Intern Locations, and Additional Terms Relating to Purchases with Federal Grant Awards, from City of Mobile Bid number 5502, and **Exhibit B**, Contractor's bid submission in response to City of Mobile Bid number 5502, which are attached to this Agreement and incorporated by reference herein. The term of this Agreement shall begin on the Effective Date and shall continue for one year. The term shall incorporate all payroll and staffing tasks as defined in **Exhibit A** related the 2021 YES program, and all associated City youth internships during the performance period. The Agreement may be renewed with the consent of both parties for two additional one-year program periods. The total cost of this agreement shall not exceed \$175,000 per year.

ARTICLE 2. Insurance: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, insurance as required in **Exhibit A**. Evidence of such insurance shall be included as **Exhibit C** to this contract.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Vendor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within ten (10) days of written notice from the City of such breach, the City has the right to terminate the Agreement and pay only for Services successfully performed. 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. In the event of any breach by the City of any of its obligations under the terms of this Agreement, if the City fails to cure such breach within ten (10) days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

ARTICLE 4. Indemnification: Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees (collectively, the "City Indemnitees"), whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) (collectively, "Claims") arising in any way out of the Contractor's negligence or willful misconduct in 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, except to the extent that such Claims arise out of the City Indemnitees' negligence or willful misconduct. 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.

ARTICLE 5. Entire Agreement: This Agreement, including the Exhibits hereto, 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.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

ARTICLE 7. Licenses, permits, etc.: Vendor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. At a minimum, Contractor will maintain a City of Mobile Business License and a certificate of qualification to transact business in Alabama, in addition to requirements of **Exhibit A**.

ARTICLE 8. No Agency Relationship Created: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the 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.

ARTICLE 9. 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.

ARTICLE 10. Method of Payment: Contractor shall be paid in arrears for services rendered, within thirty (30) days of the City's receipt of Contractor's invoice. Vendor shall submit electronic copies of invoices as directed separately by the City. The City will remit payment for such invoices upon satisfactory completion of service, as verified by the Director, City of Mobile YES Program. Inquiries regarding payment may be made to the Accounting Department, City of Mobile, P.O. Box 1827, Mobile, AL 36633.

ARTICLE 11. Termination of Contract: Either party may terminate the Agreement if the other party defaults in the material performance of any of its obligations under this Agreement and does not cure such default within thirty (30) days' written notice from the other party. Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to City Attorney, City of Mobile, P.O. Box 1827, Mobile, AL 36633. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of this Agreement.

ARTICLE 12. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices. Notice for the City shall be mailed to:
City Attorney
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Notices to Vendor shall be mailed to:
Chasidy Privett, President & CEO
Laine Federal Solutions, Inc.
221 Fairway Dr
Cullman, AL 35806

ARTICLE 14. Compliance with Alabama Immigration Law
By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of

Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

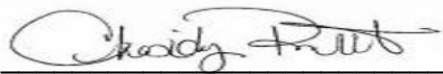
ARTICLE 15. Boycotts

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.

ARTICLE 16. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

CONTRACTOR, Laine Federal Solutions, Incorporated

 , Its President & CEO (title)
On behalf of Contractor

02-February 2021 Date

CITY

Its Mayor

Date

ATTEST:

City Clerk

Date

EXHIBIT A Scope of Work, Intern Locations, and Federal Terms
EXHIBIT B Contractor Submission to City of Mobile Bid 5502
EXHIBIT C Contractor Evidence of Insurance

EXHIBIT A

SCOPE OF WORK

TYPICAL CITY YES INTERN LOCATIONS

ADDITIONAL TERMS RELATING TO PURCHASES WITH FEDERAL GRANT AWARDS

Scope of Work

CITY OF MOBILE YOUTH EMPOWERED FOR SUCCESS PROGRAM

For a fixed amount per hour, per employee, stated as a percentage markup of the hourly wage of the employee, Contractor will provide the following services:

- 1) Hire as temporary employees (“Interns”) up to approximately 150 persons, aged 16-24, as participants in a City of Mobile (“City”) “Youth Empowered for Success” Intern program. Most Interns will work for 6 to 8 consecutive program weeks during the months of June through July. Some Interns will work additional periods that may be over school breaks or for extended periods during the school year.
- 2) Provide staffing services (“Services”) to the City, to include enrollment, set up of pay accounts, withholding, tracking of hours worked (as provided by City supervisors), and weekly payroll. Contractor must employ secure web-based software tools and processes with web user access for Interns and City in enrollment and payroll management functions. Contractor will pay Interns on a mutually agreed upon schedule consistent with program objectives.
- 3) Provide Interns statutory worker’s compensation coverage and program management, to include making all payments for such coverage from a provider licensed to provide coverage in Alabama.
- 4) Inform contractor employees that they are required to adhere to the policies and procedures of the City. Contractor and/or its designee shall promptly notify the applicable City Intern program coordinator of any human-resource-type issue raised by an Intern that may affect the City, such as threats of violence, harassment, discrimination or retaliation.
- 5) Provide Interns all of City’s safety, drug/alcohol, work policies, anti- harassment, anti-discrimination and anti-retaliation policies and informing them that they are required to adhere to such policies. Contractor shall establish a complaint and/or reporting procedure for violations of policies and instruct Interns on the use of the procedure. Contractor shall obtain written acknowledgement from each Intern provided under this contract that she or he has read, understood and agrees to abide by those policies and procedures.
- 6) Provide live, on-site in Mobile, Alabama, initial entry training and payroll enrollment support for Interns, suitable for high-school-level new entrants to the work environment regarding payroll services being provided, as well as harassment, discrimination, and retaliation training for all contractor employees provided under this contract. Such training and support for the summer program period will be for a minimum of two days at a site determined by the City.

- 7) Provide I-9 immigration verification for all Interns, to include inspection of identity documents and submission and federal verification of I-9 information.
- 8) Inform Interns in writing that they are employed by Contractor, not the City.
- 9) Notify Interns in writing that the only benefits they will receive will be from Contractor, and that they are not entitled to any benefits from the City.
- 10) Prepare and distribute an Employee Handbook to Interns that identifies and explains Contractor's policies and procedures that will be followed during the course of Intern employment with Contractor.
- 11) Inform Interns in writing that job-related illness/injury reports are to be made to Contractor. Contractor and/or its designee shall notify the City within 24 hours of receipt of any such reports.
- 12) Be solely responsible for, and holding City harmless from, all administrative employment matters regarding Interns including, but not limited to, all payroll and payroll income tax withholding matters; payment of workers' compensation premiums; funding of appropriate fringe benefit programs; and taking responsibility for and complying with (including offering coverage, if required) the Affordable Care Act with respect to the Interns. Interns will accrue no time off or sick time.
- 13) Pay Interns at the hourly rate directed by the City in compliance with applicable wage and hour laws including, but not limited to, the Fair Labor Standards Act ("FLSA") and Alabama Labor Code. Contractor will maintain required Child Labor certificates. Contractor shall maintain complete and accurate records of all wages paid to Interns. Contractor shall be exclusively responsible for and will comply with applicable law governing the reporting and payment of wages, and payroll-related and unemployment taxes attributable to wages paid to its employees assigned to provide services to City.
- 14) Remove employees as directed by the City.
- 15) Designate a coordinator as a single, local point of contact (SPOC), as well as a backup, that will be accessible during normal work hours 8:00 a.m. until 5:00 p.m. Monday through Friday, with the exception of the designated holidays to receive employment requests, handle and assist in any and all inquiries regarding scheduling, billing, status of orders, availability, contract pricing, contract compliance requirements, reports, and problem solving. Contractor's SPOC shall be available via a toll free telephone number or email.
- 16) In the event PHI is inadvertently transmitted to Contractor, Contractor shall immediately inform the City and the Parties shall work cooperatively to take all

necessary action to address compliance with HIPAA and state privacy laws. The services to be provided by Contractor do not involve any access, use or disclosure by Contractor of any of the City's protected health information ("PHI"), as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Contractor is not a "business associate" of the City, as defined in HIPAA.

- 17) Provide detailed invoices to the City at agreed upon intervals.
- 18) Cooperate with the City in promotion of the program and acknowledge that Intern images, names, and comments may be featured in promotional releases, including through social media, by the City.
- 19) At its sole cost and expense, procure and maintain in effect at all times throughout the Term of this Agreement, and for a minimum period of one (1) year thereafter, the following insurance coverages or their equivalent by a company authorized to issue insurance in the State of Alabama:
 - (i) Commercial General Liability written on an occurrence basis, including products/completed operations liability coverage with respect to the Services provided under this Agreement, contractual liability coverage with respect to this Agreement, broad form property damage/bodily injury and personal/advertising injury liability coverage, with limits of not less than \$1,000,000 per occurrence limit and \$1,000,000 general aggregate limit;
 - (ii) Automobile Liability Insurance covering owned, leased or non-owned vehicles with a combined single limit for bodily injury and property damages of at least \$1,000,000 per accident;
 - (iii) Full statutory coverage for Workers' Compensation in accordance with applicable state or country law; and
 - (iv) An Umbrella Liability policy with limits not less than \$3,000,000.

City will provide the following:

- 1) Define desired Intern requirements.
- 2) Recruit, interview, screen, and select the Intern program participants. The Participating Public Agency shall perform background checks on each potential Resource prior to the beginning of their assignment.
- 3) Provide name, background, and contact information for each Intern to Contractor at least 30 calendar days prior to program start.
- 4) Define the hourly rate of pay for each Intern. The expect rate for all Interns will be the current federal minimum hourly wage.
- 5) Reimburse (pay) the contractor for Intern documented hourly work performed at the designated hourly rate plus the agreed upon percentage markup. Rates are inclusive of

all travel costs incurred by Contractor in administration of the Services, to include travel as necessary for initial orientation. The City is not responsible for additional travel expenses

- 6) Provide contractor a list of employee work sites and job descriptions where employees will be located not later than two months prior to the start of the program. For bid purposes, attached at the end of this Exhibit is the anticipated annual list of site locations and job descriptions.
- 7) Coordinate with the contractor adequate onboarding training and entry processing, including providing facility and access to City selected Interns to be employed by contractor.
- 8) Notify contractor of the specific work assignment and location of each employee.
- 9) Notify contractor of any changes in job locations or job descriptions, with the recognition that the City will not make a substantial change in a job description or job location that would impact workers compensation rates or child labor compliance without consultation and agreement of contractor.
- 10) Set workplace behavior, dress, performance, and work hour requirements and communicate them to employees. Employees shall work Monday through Friday between 7 am and 5 pm, and no more than 40 hours per week. Break and lunch periods will be at the discretion of individual City supervisors.
- 11) Supervise the employees in the work assigned, to include training, guidance, safety oversight, correction, commendation, counseling, and report performance or behavior concerns to contractor. City will have direct authority over employees.
- 12) Track and report work and absence hours necessary for the contractor's provision of payroll service. Work with contractor on a mutually agreeable, convenient, and efficient reporting system, but Contractor must provide a software tool that allows for Intern online entry of hours and City online certification of hours.
- 13) Obtain necessary parental waivers or permissions for participation in activities or use in promotional media.
- 14) City will not be liable for any conversion fees or direct hire fees.

Typical City YES Intern Locations and Job Descriptions (will be adjusted annually)

Department Name	Dept Address/ Location	Hours of Operation	Department Summary (brief description of services provided)	Approx Number of positions available.	Description of duties and the skills the intern will acquire.
MIT	651 Church St	Weekdays 9:00 am to 5:00 pm	Maintain software and hardware in all city departments	2	Answer phones and enter citizen requests for service in the 311 Call Center Assist voice/data technicians in repairing computers and printers
Build Mobile	205 Govnment Plaza, 3rd FL, South Tower	Weekdays 7:00 am - 4:00 pm	Build Mobile lays the foundation to serve everyone who wants to do business, create jobs and grow Mobile. Planning & Zoning, Permitting, Inspection Services, Historical Development, and Long-Range Planning all fall under the umbrella of Build Mobile.	4	Filing, scanning, structural site visits (Plumbing, Mechanical, Electrical, and Building), attend meetings (i.e., Plan Review, City Council, etc.), and other office duties as assigned.
Mobile Museum of Art	4850 Museum Drive, Mobile, AL 36608 (Langan Park/Mun. Park)	Tues-Sun 10:00 am – 5:00 pm (Thurs to 9:00 pm)	Fine Arts Education	4	Assist Art educators in planning, facilitating, conducting summer art camp class
Police Department	2460 Govt Blvd	Weekdays 8:00 am – 5:00 pm	Public safety	10	Some working with animals and some administrative abilities.

Innovation-team	200 Govt St	Weekdays 9:00 am to 5:00 pm	Working with multiple internal and external stake holders to improve and enhance the City of Mobile	1	Team work/design thinking concepts/data/graphics/multiple other skills/
Motor Pool	745 S. Broad Street	Weekdays 7:00 am - 4:30 pm	The Motor Pool tracks and replace motorized vehicles and equipment for the City of Mobile, schedule and detail travel vehicle for city employees.	2	The youth will be doing a variety of duties such as typing, filing, detailing vehicles, picking up trash on and around the compound, preparing vehicles and equipment for auction, asseting vehicles and equipment, etc. The skills the intern will acquire is learning general office skills, customer service skills, vehicle detailing and minor maintenance practices.
Equipment Services	770 Gayle Street, Mobile, AL 36604	Weekdays 6:00 am to 3:00 pm	Litter & Recycling, Repair Shop for City Vehicles	30	Litter & recycling, clean up of work areas in repair shop
Mobile Fire Rescue Department	701 St Francis St	Weekdays 7:00 am to 4:00 pm	Fire-Rescue	6	Working in several divisions to include Training, Admin, Supply, Communications, EMS, and Fire Operations. Will give them a good understanding of what the department does and what is necessary to become a Firefighter. Will NOT respond on emergency calls. May participate in hydrant or alarm inspections.
Engineering & Development - REAM Department	Govt Plaza - 5th floor (but may also be at Public Buildings on Owen Street)	Weekdays 7:00 am - 4:00 pm	If there are interns that are interested in HVAC or Facilities Maintenance, Brad has departments under him that can support an intern this summer.	1	Maintenance and facilities management work such as carpentry, mechanical systems (HVAC) and overall facility improvements. Ride along on projects and building work.

Neighborhood Development	Multiple, including local non-profits funded through CDBG	Weekdays 8:00 am-5:00 pm	HUD funded public services and housing assistance	30	Available positions are 1 with Community and Housing Development, 1 with Municipal Enforcement, and 28 to be placed with non-profits that are funded with CDBG. Most will need basic office skills, including phone etiquette and computer ability.
Architectural Engineering	5th Floor Admin Tower, Govt Plaza, 205 Govt Street, Mobile, AL	Weekdays 8:00 am - 5:00 pm	Architectural design and construction oversight for City of Mobile facilities and parks	1	Provide assistance with project recordkeeping, on-site documentation of conditions, and, depending on youth experience with computer programs (AUTOCAD and Excel), possible assistance with drawing production.
Civic Engagement	Govt Plaza 5th Floor	Weekdays 8:00 am-5:00 pm	Coordination of Arts and Culture/ Special Events and Homeless Initiative	1	Intern will be involved in meetings, development of work plans, working with various agencies in the community. The skills they will learn taking minutes/notes in meetings, development of meeting agendas, scheduling, learning to work with teams, overview of arts and culture and special events in the city.
Parks and Recreation	4851 Sage Avenue	Varies	We maintain all parks in the City and provide recreational opportunities to the citizens of Mobile.	20	Positions at the Tennis Center which will require minimum landscape skills, in our Community Centers which will require the interns to act as camp counselors and positions at park headquarters which will require minimum clerical and computer skills.

Additional Terms Relating to Purchases with Federal Grant Awards

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

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

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

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

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

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

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

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

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

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

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

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

of the bid requirements;

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

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

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

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

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

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

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

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

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

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

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of

notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

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

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

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

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

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

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

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

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

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

(iii) The contractor will not discharge or in any other manner discriminate against any

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

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

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

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

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

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

the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

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

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

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

8. BID PROTEST PROCEDURES

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

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

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

(iii) Identification of the bid being protested;

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

(v) The form of relief requested

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

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney

must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

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

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

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

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

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

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

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

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

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

11. ADDITIONAL PROVISIONS RELATING TO FEDERAL HOUSING AWARDS: Should HUD funds be utilized, compliance with Section 3 of the Housing Act will also apply when appropriate.

EXHIBIT B

Contractor's Bid Submission in Response to City of Mobile Bid Number
5502



City of Mobile
Bid Number 5502
PERSONNEL PAYROLL/STAFFING SERVICES
"YES" YOUTH INTERN PROGRAM

Advertised: December 21, 2020
Questions Due: January 12, 2021
Bids Due/Opened: January 13, 2021, 11:30 a.m.
Local

Mailing Address	Package Delivery
City of Mobile	City of Mobile
Purchasing Department	Purchasing Department
P.O. Box 1948	Government Plaza
Mobile AL 36633	1 st Floor, Room S-408
	205 Government St
	Mobile, AL 36644
Phone: (251) 208-7494	Email: Purchasing@cityofmobile.gov

- I. The City of Mobile ("City") is seeking SEALED BIDS from Personnel Payroll/Staffing Service vendors (Contractor) who can provide payroll services to support the City "Youth Empowered for Success" (YES) Intern program, as per these specifications.

II. Background

- A. The City's YES Intern program employs 100-150 Mobileans, 16-24 years old, mostly in concentrated periods during traditional school breaks, but also in smaller numbers throughout the year. YES is designed to teach the Interns how to participate in the workforce through experience, training, and placement in City departments and partner non-profit agencies in Mobile. The Interns are selected by the City after an application, screening, and interview process conducted by the City. The summer break work period, which employs the largest cohort of interns, begins annually on or about the first week of June, and runs for 6-8 weeks until on or about the end of July. Some of the interns selected for the summer program may continue for longer periods. The City also may select and employ Interns for other focus periods such as Christmas and spring breaks.
- B. Contractor's role will be to relieve the City of hiring, onboarding, insurance, and payroll management responsibilities for these Interns, and provide an important learning experience for Interns in online workforce enrollment, timekeeping, and payment. Contractors must be a full-service staffing company that uses web-based enrollment and management systems and can provide in person, on-site instruction and onboarding support. City will supervise and will track and report Intern work hours to Contractor.
- C. The City intends to award this contract for a one-year period, to begin in early 2021 for YES program hires that may begin during spring break periods, then renewable annually with the consent of both parties for two additional one-year periods.
- D. The City intends to reimburse and compensate contractor each Intern's hourly wages plus a fixed percentage markup of that hourly rate. The contract value for each year is not to exceed \$300,000 but may be substantially less than that amount. The actual amount to be paid to Contractor each year will depend upon the number of program participants, the number of hours worked, the hourly wage rate the City selects (expected to be the federal minimum



City of Mobile Bid No.5502
Personnel Payroll/Staffing Services

EXHIBIT C BID SUBMISSION FORM

PLEASE COMPLETE THE BELOW TWO PAGES AND SUBMIT AS YOUR BID

Business Entity ID Number, Alabama Secretary of State Office 828 - 103

City of Mobile Business License Number 116561

Federal E-Verify Enrollment Number 1571151

Alabama Department of Labor, Child Labor Certificate No. 176136-2

City will need insurance documentation for contract. Can Contractor provide Certificate of Insurance meeting City coverage requirements 5 business days after notification? YES ☒ NO ☐

City requires Contractor to have at least 5 years of experience in providing exceptional payroll and staffing services for Government and public institutions. Does Contractor have the minimum required experience? YES ☒ NO ☐

Please provide at least two customers for whom you have provided this service:

Rebecca Wesley (334-240-7231) Department of Agriculture, Montgomery, AL (09/2020 -12/2020)

Name	Location	Dates
------	----------	-------

Vickie Townes (205-254-7387) Jefferson County Elections Commission, Birmingham, AL (11/2020 - 12/2020)

Name	Location	Dates
------	----------	-------

City requires Contractor to have the capacity and expertise to manage simultaneously the payroll services for up to 150 summer interns during June and July, 2021, and flexible numbers and duration of payroll support for interns throughout the year? . Does Contractor have this capacity to perform these services? YES ☒ NO ☐

City requires Contractor to use secure, web-based payroll administration software for access by Interns (employees) and the City for enrollment, hourly tracking, and management. Does Contractor use such software? YES ☒ NO ☐

Please provide the name of the software product(s) you use: Paychex

City requires Contractor to observe appropriate internal security in handling sensitive personnel information. Does Contractor hold a current, clean SSAE SOC 1, Type 2, or SSAE SOC 2 report?

YES ☒ NO ☐

If not, what other assurance of software and process security can the Contractor provide?

Please provide any clarification or exception to your answers (use additional pages if needed).



Please state your BID percentage markup here: 22 %

Please calculate and write below your total hourly rate based on your BID markup, assuming the City directs \$7.25 as the hourly Intern pay:

\$8.85

PLEASE SIGN YOUR BID BELOW. UNSIGNED BIDS WILL NOT BE CONSIDERED.

ATTN: I have read and understood the requirements stated by the City in this Bid package. I certify that all representations I have made herein are true and accurate. I have authority to make representations and sign bid documents on behalf of this Bidder.

Signature

01/15/2021

Date

Chasidy Privett, President & CEO

Your Printed Name & Title

Laine Federal Solutions

Official Corporate Name

Bidder's Point of Contact (Name, Email, Phone, Mailing Address) for this Bid:

Chasidy Privett, President & CEO: cprivett@laine-federal.com

Phone: 404-436-1227

221 Fairway, Dr. Cullman, AL 35806



Secretary of Labor
Fitzgerald Washington

Fitzgerald Washington



Child Labor Inspector
Robin Wilburn, Supv.

Robin Wilburn

Child Labor Certificate - Class II

(FOR THE EMPLOYMENT OF MINORS AGE 16/17)

Alabama Department of Labor Child Labor Enforcement

Kay Ivey, Governor

Name of Business: Laine Federal

Type of Business: Staffing

Address: 221 Fairway Dr; Cullman, AL 35057

Name of Corporate Owner: Laine Federal

Certificate Number: 176136-2

Date Issued: 01/07/2021

Expiration Date: 01/31/2022

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, John H. Merrill, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

Laine Federal Solutions Incorporated

This name reservation is for the exclusive use of Chasidy Privett, 221 Fairway Dr,
Cullman, AL 35057 for a period of one year beginning January 06, 2021 and
expiring January 06, 2022



RF5923699

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

January 06, 2021

Date

John H. Merrill

Secretary of State

CITY OF MOBILE
APPLICATION FOR BUSINESS LICENSE
AND/OR TAX ACCOUNT

ACCT#: 116661 LAST 4 FEIN/SSN: 2230
OWNERSHIP: CORP STATE ID:
ACCT#: 116661 LAST 4 FEIN/SSN: 2230
OWNERSHIP: CORP STATE ID:
ZONING CERT: NA

LEGAL BUSINESS NAME: LANE FEDERAL SOLUTIONS INC

LEGAL BUSINESS NAME: LANE FEDERAL SOLUTIONS INC

PHYSICAL ADDRESS: 3379 PEACHTREE RD NE STE 555 GA 30326

PHYSICAL ADDRESS: 3379 PEACHTREE RD NE STE 555 GA 30326

MAILING ADDRESS: 221 FAIRWAY DR CULLMAN, AL 35057

BUSINESS PHONE: 258-586-0808

CPI 1 PHONE:

BUSINESS FAX:

START DATE: 01/16/2021

JURISDICTION: C

START DATE: 01/16/2021

TERRITORY: T0

TAX CODES:

BUSINESS FAX:

ACCOUNT TYPE: L

JURISDICTION: C

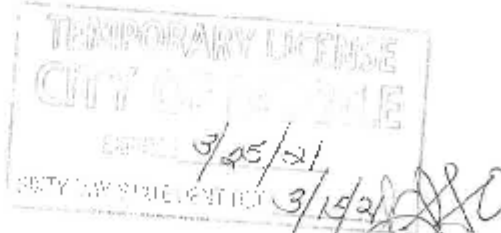
TERRITORY: T0

OWNER INFORMATION

NAME	ROLE	OWNER ADDRESS	CITY	STATE	ZIP
LANE FEDERAL SOLUTIONS INC	CORP	3379 PEACHTREE ROAD NORTHEAST SUITE 555	ATLANTA	GA	30326
LANE FEDERAL SOLUTIONS INC	CORP	3379 PEACHTREE ROAD NORTHEAST SUITE 555	ATLANTA	GA	30326

LICENSE INFORMATION

CODE	CODE TITLE	YEAR
5R1320	EMPLOYMENT-TEMP HELP SERVICE	2021



I CERTIFY I HAVE REVIEWED ALL OF THE INFORMATION CONTAINED HEREIN AS TRUE AND CORRECT AND UNDERSTAND MY LICENSE CAN BE REVOKED FOR ANY FALSE STATEMENT MADE HEREIN.

APPLICANT NAME: CHASIDY PRIVETT

ID: DRIVER LICENSE

DATE: 1/16/2021

SIGNATURE

CITY OF MOBILE REVENUE DEPARTMENT • PO BOX 3065 • MOBILE, AL 36652-3052

TEMPORARY BUSINESS LICENSE

EXHIBIT C

Contractor's Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2021

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 Liberty Mutual Insurance PO Box 188065 Fairfield, OH 45018	CONTACT NAME: PHONE (A/C, No, Ext): 800-962-7132		FAX (A/C, No): 800-845-3666
	E-MAIL ADDRESS: BusinessService@LibertyMutual.com		
INSURED Laine Federal Solutions Inc 221 Fairway Dr Cullman AL 35057	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: General Insurance Company of America		24732
	INSURER B: Ohio Security Insurance Company		24082
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 60028339

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Businessowners GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			BWG61923454	8/24/2020	8/24/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	XWS61923454	8/24/2020	8/24/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Mobile
 205 Government St
 Mobile AL 36644

CANCELLATION

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

Kristy Fitzgerald

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ACORD 25 (2016/03)

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Bid Tabulation
Bid 5502 YES Payroll Staffing Services
Jan 19, 2021

Vendor Name	Point of Contact	Total Bid amount	Term	Experience	Insurance	Capacity	Licenses	Web Software	Security
Diskriter, Inc.	Laveena Yadav	26.5% \$9.17	Will not employ under 18	Yes	Yes	Yes	Yes	Yes eTurnip	Yes
Clark Personnel Inc.	Alease Dodd	30% \$9.43	N/A	Yes	Yes	Yes	Yes	Tempworks	No, but Fortigate, Kaspersky, Barracuda
Laine Federal Solutions	Chasidy Privett	22% \$8.85	N/A	No – firm does not have 5 years exp, was formed Jan 1, 2019	Yes	Yes	Yes	Yes Paychex	Yes
Sirius Technical Services, Inc	Susie Jones	27% \$9.21	N/A	Yes	Yes	Yes	Yes	Avionte, Microsoft Dynamics, ADP	Yes
Blue Arbor, Inc.	Lucine Moffett	22.4% \$8.87	N/A	Yes	Yes	Yes	Yes	Yes Tempworks	Yes



ADDENDUM 1 to City of Mobile
Bid Number 5502
PERSONNEL PAYROLL/STAFFING SERVICES
“YES” YOUTH INTERN PROGRAM

Advertised: December 21, 2020
Questions Due: January 12, 2021
Bids Due/Opened: January 19, 2021, 11:30 a.m.
local

Mailing Address:

City of Mobile
Purchasing Department
P.O.Box 1948
Mobile AL 36633

Package Delivery:

City of Mobile
Purchasing Department
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, AL 36644

Phone: (251) 208-7434

Email: Purchasing@cityofmobile.gov

- I. The City of Mobile (“City”) is seeking SEALED BIDS from Personnel Payroll/Staffing Service vendors (Contractor) who can provide payroll services to support the City “Youth Empowered for Success” (YES) Intern program, as per these specifications.

II. RESPONSE TO QUESTIONS RECEIVED

- A. With COVID restrictions becoming more strict, do you accept email or portal upload of bid submissions?

Please provide a signed paper response as indicated in the request for bids.

- B. Please clarify and confirm the only submission to make Bid complete is the Bid Forms from the RFP request mentioned above.

Correct. Please complete, sign, and submit the bid forms and use additional pages if clarification is required in response to any questions.

- C. Do you need additional information of experience, process and qualifications from the bidders or just the Bid Forms completed?

City only requires completion of the bid forms. City may make additional inquiries to verify the accuracy of bidder- provided information and assurances.

- D. Who is (are) the incumbents on this contract?

Blue Arbor, Inc.

- E. If we are an out of state small business, minority woman owned company, can we partner with a company that has AL Business License?

Yes, but the City contract must be with an entity with an Alabama certificate of authority to transact business in the state.



- F. Please confirm this bid is for staffing only and not equipment and/or sw services?
Contractor will not be required to provide equipment.
- G. Does the city specifically require on-site onboarding and training during the pandemic?
Is this something that is optional or required?
Bidders should plan to provide in-person onboarding for interns, and include that requirement in their pricing assumptions. Covid considerations may merit adjustment to that plan, and in that event the City will coordinate a suitable alternative with the selected contractor.
- H. Could you define the termination process of employee? Is the agency responsible to inform the employee of termination/reason or does the city do that and notify the agency?
City will provide counseling and performance feedback for interns and will consult with contractor if termination is anticipated. City will notify intern of termination decision and provide information to contractor.
- I. Outside of the described covered traveled expenses, could you provide an explanation of additional travel expenses that could be incurred during the employee's assignment that is not covered. Is the agency responsible to cover these items?
The travel expenses referenced here are for contractor staff, not for the City interns/employees. City will provide any on-site transportation the interns require and does not expect contractor to fund any intern travel.
- J. See attached Bid Tabulation from the previous bid award. Note that due to potential use federal grant funds for this contract, no local vendor preferences will be applied in the evaluation of bid pricing.

BID BACKGROUND INFORMATION

NOT PART OF CONTRACT DOCUMENT



Bid Tabulation
Bid 5235 YES Payroll Staffing Services
Jan 15, 2019

Vendor Name	Point of Contact	Total Bid amount	Local/DBE Pref	Experience	Insurance	Capacity	Licenses	Web Software	Security
Clark Personnel Inc.	Alease Dodd	31% \$9.50	Yes - Local 10% 28.33% 5% 29.665%	Yes	Yes	Yes	Yes	Yes TempWorks	Yes
R&M Staffing	Santachia Martin	28% + one time set up fee \$9.28	Perhaps – may be AL DBE 10% 25.33%	No – firm does not have 5 years exp, was formed in 2018	Yes	Yes	Yes	Yes Gusto.com	Yes
Spherion	Cheryl Williams	29.74% \$9.41	Yes – Local/DBE 10% 27.07% 5% 28.405%	Yes	Yes	Yes	Yes	Yes Spherion WebTime	Yes
Blue Arbor	Lucine Moffett	26.7% \$9.19	Low Bid 10% of bid is 2.67 5% of bid is 1.335%	Yes	Yes	Yes	Yes	Yes Ultra-staff EDGE	Yes
ATS Partners	Nina de Selding	40% \$10.15	N/A	Yes	Yes	Yes	Yes	Yes Atspartners.tsheets.com	Yes



City of Mobile
Bid Number 5502
PERSONNEL PAYROLL/STAFFING SERVICES
“YES” YOUTH INTERN PROGRAM

Advertised: December 21, 2020
Questions Due: January 12, 2021
Bids Due/Opened: January 19, 2021, 11:30 a.m.
local

Mailing Address:

City of Mobile
Purchasing Department
P.O.Box 1948
Mobile AL 36633

Package Delivery:

City of Mobile
Purchasing Department
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, AL 36644

Phone: (251) 208-7434

Email: Purchasing@cityofmobile.gov

- I. The City of Mobile (“City”) is seeking SEALED BIDS from Personnel Payroll/Staffing Service vendors (Contractor) who can provide payroll services to support the City “Youth Empowered for Success” (YES) Intern program, as per these specifications.

II. Background

- A. The City’s YES Intern program employs 100-150 Mobilians, 16-24 years old, mostly in concentrated periods during traditional school breaks, but also in smaller numbers throughout the year. YES is designed to teach the Interns how to participate in the workforce through experience, training, and placement in City departments and partner non-profit agencies in Mobile. The Interns are selected by the City after an application, screening, and interview process conducted by the City. The summer break work period, which employs the largest cohort of interns, begins annually on or about the first week of June, and runs for 6-8 weeks until on or about the end of July. Some of the interns selected for the summer program may continue for longer periods. The City also may select and employ Interns for other focus periods such as Christmas and spring breaks.
- B. Contractor’s role will be to relieve the City of hiring, onboarding, insurance, and payroll management responsibilities for these Interns, and provide an important learning experience for Interns in online workforce enrollment, timekeeping, and payment. Contractors must be a full-service staffing company that uses web-based enrollment and management systems and can provide in-person, on-site instruction and onboarding support. City will supervise and will track and report Intern work hours to Contractor.
- C. The City intends to award this contract for a one-year period, to begin in early 2021 for YES program hires that may begin during spring break periods, then renewable annually with the consent of both parties for two additional one-year periods.
- D. The City intends to reimburse and compensate contractor each intern’s hourly wages plus a fixed percentage markup of that hourly rate. The contract value for each year is not to exceed \$300,000 but may be substantially less than that amount. The actual amount to be paid to Contractor each year will depend upon the number of program participants, the number of hours worked, the hourly wage rate the City selects (expected to be the federal minimum



wage), and the Contractor's markup rate. Program size and scope is also dependent upon the availability of appropriations for the program.

- E. The Scope of Work for the Contractor, to include a representative sample of the types of positions in which Interns will be placed, can be found as **Exhibit A**.
- F. A sample contract document the Contractor will be expected to execute can be found as **Exhibit B**.
- G. The documents to submit as your bid can be found as **Exhibit C**.
- H. Federal funds may in some part be used to support this program. The additional terms in **Exhibit D** are applicable to this solicitation.

III. Qualifications to Bid

- A. The City expects the selected Contractor to execute a contract with the City that will include these bid specifications and a standard service agreement (see enclosed sample), shortly after bid selection. Contractors wishing to bid on this contract must be prepared to fully, efficiently, and effectively complete the contract requirements, and be properly qualified to do business with the City of Mobile. To that end the City is requiring specific information, qualifications, and assurances from bidders to be eligible to bid. Failure to meet these requirements will result in rejection of a bid.
- B. The City is requiring Contractors that wish to bid to show the following licenses and enrollment:
 - i. Be properly enrolled as a business entity with the Alabama Secretary of State,
 - ii. Have a current City of Mobile Business license,
 - iii. Be enrolled in the federal E-Verify program, and
 - iv. Have a Child Labor Certificate issued by the Alabama Department of Labor.
- C. The City encourages the application of small and disadvantaged businesses for this opportunity. In accordance with the requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprises), and 12138 (concerning Women's Business Enterprises), the City of Mobile is conducting outreach to minority and women owned businesses to ensure, to the maximum extent possible, opportunities exist for minorities and women, and entities owned by minorities and women to participate.

IV. Bid Amount

- A. City will pay Contractor a fixed hourly rate per hour of documented Intern work for Contractor's provision of all of the services described in this Scope of Services. This will include all insurance, payroll services, participation in training, and support services.
- B. City can pay contractor based on bi-monthly (every two week) invoices. Payment terms will be net 30.
- C. The City does not require a bid bond.



- D. Bids will be stated as a percentage increase (markup) the City will pay Contractor above the hourly rate to be paid to Interns.
- E. The City will intend to award a contract to the responsive and responsible Bidder offering the lowest markup rate.
- F. For example, if the City desires Contractor to pay Interns \$7.25 per hour, City will pay Contractor \$7.25, plus a fixed percentage of \$7.25, for every hour. If Contractor's bid is for a 20% compensation markup, the City would pay Contractor: $\$7.25 + (0.20 \times \$7.25) = \$7.25 + \$1.45 = \$8.70$ per hour per Intern hour worked.
- G. Federal grants funds may be used to pay for some or all of this program. The additional clause found in Exhibit D are incorporated by reference into this bid solicitation and award. Because federal funds may be used, the local vendor preference provisions of Ala Code 41-16-50(a) are not applicable to this award.

V. Other Guidance on Submitting your Bid

- A. Please use **Exhibit C**, or a facsimile of **Exhibit C**, to submit your bid. Please sign your bid.
- B. All bids must be submitted in a sealed envelope that has the Bid Number on the outside and/or with the date and time of the bid opening 11:30 A.M., Tuesday, January 19, 2021, to the address indicated on the first page of this form. Please note that package delivery and U.S. mail addresses differ.
- C. All bids must be received and date-stamped in the Purchasing Department prior to 11:30 A.M., Tuesday, January 19, 2021.
- D. Any bids delivered after the due date will be returned unopened. It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to the date for the bid.
- E. Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.
- F. Please submit questions about this bid, its terms or conditions, by E-mail, NOT LATER THAN 11:30 A.M. January 12, 2021, to Purchasing@cityofmobile.org.
- G. Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: <http://www.cityofmobile.org/bids/>. Answers to submitted questions will be made, and if necessary, posted as an addendum not later than 11:30 A.M., January 14, 2019.
- H. It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications.
- I. All bids become property of the City of Mobile and are subject to public inspection.



- J. The City reserves the right to award some, all, or none of the bids received on this bid. The City also reserves the right to waive any irregularities, and to reject bid submissions for any reason, including failure to provide any required documentation, or if the bidder is in arrears or in default upon any debt or contract to the City , or has failed to perform faithfully any previous contract with the City or with other governmental jurisdictions.
- K. Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, cannot bid, hold City contract, or provide goods and services to the City of Mobile.

Exhibits: **A** Scope of Work & Representative Intern Position Table
B Sample Contract
C Bid Form (to be submitted as your Bid)
D Additional Terms Relating to Purchases with Federal Grant Awards



EXHIBIT A Scope of Work

SCOPE OF WORK – PERSONNEL PAYROLL/STAFFING SERVICES CITY OF MOBILE YOUTH EMPOWERED FOR SUCCESS PROGRAM

For a fixed amount per hour, per employee, stated as a percentage markup of the hourly wage of the employee, Contractor will provide the following services:

- 1) Hire as temporary employees (“Interns”) up to approximately 150 persons, aged 16-24, as participants in a City of Mobile (“City”) “Youth Empowered for Success” Intern program. Most Interns will work for 6 to 8 consecutive program weeks during the months of June through July. Some Interns will work additional periods that may be over school breaks or for extended periods during the school year.
- 2) Provide staffing services (“Services”) to the City, to include enrollment, set up of pay accounts, withholding, tracking of hours worked (as provided by City supervisors), and weekly payroll. Contractor must employ secure web-based software tools and processes with web user access for Interns and City in enrollment and payroll management functions. Contractor will pay Interns on a mutually agreed upon schedule consistent with program objectives.
- 3) Provide Interns statutory worker’s compensation coverage and program management, to include making all payments for such coverage from a provider licensed to provide coverage in Alabama.
- 4) Inform contractor employees that they are required to adhere to the policies and procedures of the City. Contractor and/or its designee shall promptly notify the applicable City Intern program coordinator of any human-resource-type issue raised by an Intern that may affect the City, such as threats of violence, harassment, discrimination or retaliation.
- 5) Provide Interns all of City’s safety, drug/alcohol, work policies, anti- harassment, anti-discrimination and anti-retaliation policies and informing them that they are required to adhere to such policies. Contractor shall establish a complaint and/or reporting procedure for violations of policies and instruct Interns on the use of the procedure. Contractor shall obtain written acknowledgement from each Intern provided under this contract that she or he has read, understood and agrees to abide by those policies and procedures.
- 6) Provide live, on-site in Mobile, Alabama, initial entry training and payroll enrollment support for Interns, suitable for high-school-level new entrants to the work environment regarding payroll services being provided, as well as harassment, discrimination, and retaliation training for all contractor employees provided under this contract. Such training and support for the summer program period will be for a



minimum of two days at a site determined by the City.

- 7) Provide I-9 immigration verification for all Interns, to include inspection of identity documents and submission and federal verification of I-9 information.
- 8) Inform Interns in writing that they are employed by Contractor, not the City.
- 9) Notify Interns in writing that the only benefits they will receive will be from Contractor, and that they are not entitled to any benefits from the City.
- 10) Prepare and distribute an Employee Handbook to Interns that identifies and explains Contractor's policies and procedures that will be followed during the course of Intern employment with Contractor.
- 11) Inform Interns in writing that job-related illness/injury reports are to be made to Contractor. Contractor and/or its designee shall notify the City within 24 hours of receipt of any such reports.
- 12) Be solely responsible for, and holding City harmless from, all administrative employment matters regarding Interns including, but not limited to, all payroll and payroll income tax withholding matters; payment of workers' compensation premiums; funding of appropriate fringe benefit programs; and taking responsibility for and complying with (including offering coverage, if required) the Affordable Care Act with respect to the Interns. Interns will accrue no time off or sick time.
- 13) Pay Interns at the hourly rate directed by the City in compliance with applicable wage and hour laws including, but not limited to, the Fair Labor Standards Act ("FLSA") and Alabama Labor Code. Contractor will maintain required Child Labor certificates. Contractor shall maintain complete and accurate records of all wages paid to Interns. Contractor shall be exclusively responsible for and will comply with applicable law governing the reporting and payment of wages, and payroll-related and unemployment taxes attributable to wages paid to its employees assigned to provide services to City.
- 14) Remove employees as directed by the City.
- 15) Designate a coordinator as a single, local point of contact (SPOC), as well as a backup, that will be accessible during normal work hours 8:00 a.m. until 5:00 p.m. Monday through Friday, with the exception of the designated holidays to receive employment requests, handle and assist in any and all inquiries regarding scheduling, billing, status of orders, availability, contract pricing, contract compliance requirements, reports, and problem solving. Contractor's SPOC shall be available via a toll free telephone number or email.
- 16) In the event PHI is inadvertently transmitted to Contractor, Contractor shall



immediately inform the City and the Parties shall work cooperatively to take all necessary action to address compliance with HIPAA and state privacy laws. The services to be provided by Contractor do not involve any access, use or disclosure by Contractor of any of the City's protected health information ("PHI"), as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Contractor is not a "business associate" of the City, as defined in HIPAA.

- 17) Provide detailed invoices to the City at agreed upon intervals.
- 18) Cooperate with the City in promotion of the program and acknowledge that Intern images, names, and comments may be featured in promotional releases, including through social media, by the City.
- 19) At its sole cost and expense, procure and maintain in effect at all times throughout the Term of this Agreement, and for a minimum period of one (1) year thereafter, the following insurance coverages or their equivalent by a company authorized to issue insurance in the State of Alabama:
 - (i) Commercial General Liability written on an occurrence basis, including products/completed operations liability coverage with respect to the Services provided under this Agreement, contractual liability coverage with respect to this Agreement, broad form property damage/bodily injury and personal/advertising injury liability coverage, with limits of not less than \$1,000,000 per occurrence limit and \$1,000,000 general aggregate limit;
 - (ii) Automobile Liability Insurance covering owned, leased or non-owned vehicles with a combined single limit for bodily injury and property damages of at least \$1,000,000 per accident;
 - (iii) Full statutory coverage for Workers' Compensation in accordance with applicable state or country law; and
 - (iv) An Umbrella Liability policy with limits not less than \$3,000,000.

City will provide the following:

- 1) Define desired Intern requirements.
- 2) Recruit, interview, screen, and select the Intern program participants. The Participating Public Agency shall perform background checks on each potential Resource prior to the beginning of their assignment.
- 3) Provide name, background, and contact information for each Intern to Contractor at least 30 calendar days prior to program start.
- 4) Define the hourly rate of pay for each Intern. The expect rate for all Interns will be the current federal minimum hourly wage.
- 5) Reimburse (pay) the contractor for Intern documented hourly work performed at the



designated hourly rate plus the agreed upon percentage markup. Rates are inclusive of all travel costs incurred by Contractor in administration of the Services, to include travel as necessary for initial orientation. The City is not responsible for additional travel expenses

- 6) Provide contractor a list of employee work sites and job descriptions where employees will be located not later than two months prior to the start of the program. For bid purposes, attached at the end of this Exhibit is the anticipated annual list of site locations and job descriptions.
- 7) Coordinate with the contractor adequate onboarding training and entry processing, including providing facility and access to City selected Interns to be employed by contractor.
- 8) Notify contractor of the specific work assignment and location of each employee.
- 9) Notify contractor of any changes in job locations or job descriptions, with the recognition that the City will not make a substantial change in a job description or job location that would impact workers compensation rates or child labor compliance without consultation and agreement of contractor.
- 10) Set workplace behavior, dress, performance, and work hour requirements and communicate them to employees. Employees shall work Monday through Friday between 7 am and 5 pm, and no more than 40 hours per week. Break and lunch periods will be at the discretion of individual City supervisors.
- 11) Supervise the employees in the work assigned, to include training, guidance, safety oversight, correction, commendation, counseling, and report performance or behavior concerns to contractor. City will have direct authority over employees.
- 12) Track and report work and absence hours necessary for the contractor's provision of payroll service. Work with contractor on a mutually agreeable, convenient, and efficient reporting system, but Contractor must provide a software tool that allows for Intern online entry of hours and City online certification of hours.
- 13) Obtain necessary parental waivers or permissions for participation in activities or use in promotional media.
- 14) City will not be liable for any conversion fees or direct hire fees.



Typical City YES Intern Locations and Job Descriptions (will be adjusted annually)

Department Name	Dept Address/ Location	Hours of Operation	Department Summary (brief description of services provided)	Approx Number of positions available.	Description of duties and the skills the intern will acquire.
MIT	651 Church St	Weekdays 9:00 am to 5:00 pm	Maintain software and hardware in all city departments	2	Answer phones and enter citizen requests for service in the 311 Call Center Assist voice/data technicians in repairing computers and printers
Build Mobile	205 Govnment Plaza, 3rd FL, South Tower	Weekdays 7:00 am - 4:00 pm	Build Mobile lays the foundation to serve everyone who wants to do business, create jobs and grow Mobile. Planning & Zoning, Permitting, Inspection Services, Historical Development, and Long-Range Planning all fall under the umbrella of Build Mobile.	4	Filing, scanning, structural site visits (Plumbing, Mechanical, Electrical, and Building), attend meetings (i.e., Plan Review, City Council, etc.), and other office duties as assigned.
Mobile Museum of Art	4850 Museum Drive, Mobile, AL 36608 (Langan Park/Mun. Park)	Tues-Sun 10:00 am – 5:00 pm (Thurs to 9:00 pm)	Fine Arts Education	4	Assist Art educators in planning, facilitating, conducting summer art camp class
Police Department	2460 Govt Blvd	Weekdays 8:00 am – 5:00 pm	Public safety	10	Some working with animals and some administrative abilities.
Innovation-team	200 Govt St	Weekdays 9:00 am to 5:00 pm	Working with multiple internal and external stake holders to improve and enhance the City of Mobile	1	Team work/design thinking concepts/data/graphics/multiple other skills/



City of Mobile Bid No.5502
Personnel Payroll/Staffing Services

Motor Pool	745 S. Broad Street	Weekdays 7:00 am - 4:30 pm	The Motor Pool tracks and replace motorized vehicles and equipment for the City of Mobile, schedule and detail travel vehicle for city employees.	2	The youth will be doing a variety of duties such as typing, filing, detailing vehicles, picking up trash on and around the compound, preparing vehicles and equipment for auction, asseting vehicles and equipment, etc. The skills the intern will acquire is learning general office skills, customer service skills, vehicle detailing and minor maintenance practices.
Equipment Services	770 Gayle Street, Mobile, AL 36604	Weekdays 6:00 am to 3:00 pm	Litter & Recycling, Repair Shop for City Vehicles	30	Litter & recycling, clean up of work areas in repair shop
Mobile Fire Rescue Department	701 St Francis St	Weekdays 7:00 am to 4:00 pm	Fire-Rescue	6	Working in several divisions to include Training, Admin, Supply, Communications, EMS, and Fire Operations. Will give them a good understanding of what the department does and what is necessary to become a Firefighter. Will NOT respond on emergency calls. May participate in hydrant or alarm inspections.
Engineering & Development - REAM Department	Govt Plaza - 5th floor (but may also be at Public Buildings on Owen Street)	Weekdays 7:00 am - 4:00 pm	If there are interns that are interested in HVAC or Facilities Maintenance, Brad has departments under him that can support an intern this summer.	1	Maintenance and facilities management work such as carpentry, mechanical systems (HVAC) and overall facility improvements. Ride along on projects and building work.
Neighborhood Development	Multiple, including local non-profits funded through CDBG	Weekdays 8:00 am- 5:00 pm	HUD funded public services and housing assistance	30	Available positions are 1 with Community and Housing Development, 1 with Municipal Enforcement, and 28 to be placed with non-profits that are funded with CDBG. Most will need basic office skills, including phone etiquette and computer ability.



City of Mobile Bid No.5502
Personnel Payroll/Staffing Services

Architectural Engineering	5th Floor Admin Tower, Govt Plaza, 205 Govt Street, Mobile, AL	Weekdays 8:00 am - 5:00 pm	Architectural design and construction oversight for City of Mobile facilities and parks	1	Provide assistance with project recordkeeping, on-site documentation of conditions, and, depending on youth experience with computer programs (AUTOCAD and Excel), possible assistance with drawing production.
Civic Engagement	Govt Plaza 5th Floor	Weekdays 8:00 am- 5:00 pm	Coordination of Arts and Culture/ Special Events and Homeless Initiative	1	Intern will be involved in meetings, development of work plans, working with various agencies in the community. The skills they will learn taking minutes/notes in meetings, development of meeting agendas, scheduling, learning to work with teams, overview or arts and culture and special events in the city.
Parks and Recreation	4851 Sage Avenue	Varies	We maintain all parks in the City and provide recreational opportunities to the citizens of Mobile.	20	Positions at the Tennis Center which will require minimum landscape skills, in our Community Centers which will require the interns to act as camp counselors and positions at park headquarters which will require minimum clerical and computer skills.



Exhibit B Sample Contract

City of Mobile



Project: Personnel Payroll/Staffing Services

AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this ____ day of _____, 20__ (the "Effective Date"), by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and _____, (hereinafter "Contractor"), a for profit company organized under the laws of the State of _____.

WHEREAS, the City requires personnel staffing services for the City "Youth Empowered for Success" summer intern program, and

WHEREAS, the City has requested that Contractor provide these services and Contractor has agreed to provide such.

WITNESSETH, that this Contractor and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. Scope of the Work; Term. The location, frequency and lump sum cost or unit price of the Services are as set out in **Exhibit A**, Contractor's bid submission in response to City of Mobile Bid number 5235, which is attached to this Agreement and incorporated by reference herein. The term of this Agreement shall begin on the Effective Date and shall continue until all tasks associated with the 2019 YES program are complete. The Agreement may be renewed with the consent of both parties for two additional one year program periods, the 2020 program and the 2021 program. The total cost of this agreement shall not exceed \$120,000 per program year.

ARTICLE 2. Insurance: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, insurance as required in **Exhibit A**. Evidence of such insurance shall be included as **Exhibit B** to this contract.



ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Vendor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within ten (10) days of written notice from the City of such breach, the City has the right to terminate the Agreement and pay only for Services successfully performed. 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. In the event of any breach by the City of any of its obligations under the terms of this Agreement, if the City fails to cure such breach within ten (10) days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

ARTICLE 4. Indemnification: Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees (collectively, the "City Indemnitees"), whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) (collectively, "Claims") arising in any way out of the Contractor's negligence or willful misconduct in 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, except to the extent that such Claims arise out of the City Indemnitees' negligence or willful misconduct. 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.

ARTICLE 5. Entire Agreement: This Agreement, including the Exhibits hereto, 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.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

ARTICLE 7. Licenses, permits, etc.: Vendor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. At a minimum, Contractor



will maintain a City of Mobile Business License and a certificate of qualification to transact business in Alabama, in addition to requirements of Exhibit A.

ARTICLE 8. No Agency Relationship Created: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the 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.

ARTICLE 9. Nondiscrimination: Contractor shall abide by provisions of the Mobile City Code which prohibits discrimination in employment by Contractors and subcontractors performing work for the City.

ARTICLE 10. Method of Payment: Contractor shall be paid in arrears for services rendered, within thirty (30) days of the City's receipt of Contractor's invoice. Vendor shall submit electronic copies of invoices as directed separately by the City. The City will remit payment for such invoices upon satisfactory completion of service, as verified by the Director, City of Mobile YES Program. Inquiries regarding payment may be made to the Accounting Department, City of Mobile, P.O. Box 1827, Mobile, AL 36633.

ARTICLE 11. Termination of Contract: Either party may terminate the Agreement if the other party defaults in the material performance of any of its obligations under this Agreement and does not cure such default within thirty (30) days' written notice from the other party. Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to City Attorney, City of Mobile, P.O. Box 1827, Mobile, AL 36633. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of this Agreement.

ARTICLE 12. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices. Notice for the City shall be mailed to:
City Attorney
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Notices to Vendor shall be mailed to:

ARTICLE 14. Compliance with Alabama Immigration Law

By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire



for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 15. 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.

ARTICLE 16. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

CONTRACTOR,

_____, Its _____ (title)
On behalf of Contractor

Date

CITY

Its Mayor

Date

ATTEST:

City Clerk

Date

EXHIBIT A Contractor City of Mobile Bid Submission
EXHIBIT B Certificate of Insurance



EXHIBIT C BID SUBMISSION FORM

PLEASE COMPLETE THE BELOW TWO PAGES AND SUBMIT AS YOUR BID

Business Entity ID Number, Alabama Secretary of State Office _____

City of Mobile Business License Number _____

Federal E-Verify Enrollment Number _____

Alabama Department of Labor, Child Labor Certificate No. _____

City will need insurance documentation for contract. Can Contractor provide Certificate of Insurance meeting City coverage requirements 5 business days after notification? YES _____ NO _____

City requires Contractor to have at least 5 years of experience in providing exceptional payroll and staffing services for Government and public institutions. Does Contractor have the minimum required experience? YES _____ NO _____

Please provide at least two customers for whom you have provided this service:

Name	Location	Dates
------	----------	-------

Name	Location	Dates
------	----------	-------

City requires Contractor to have the capacity and expertise to manage simultaneously the payroll services for up to 150 summer interns during June and July, 2021, and flexible numbers and duration of payroll support for interns throughout the year? . Does Contractor have this capacity to perform these services? YES _____ NO _____

City requires Contractor to use secure, web-based payroll administration software for access by Interns (employees) and the City for enrollment, hourly tracking, and management. Does Contractor use such software? YES _____ NO _____

Please provide the name of the software product(s) you use: _____

City requires Contractor to observe appropriate internal security in handling sensitive personnel information. Does Contractor hold a current, clean SSAE SOC 1, Type 2, or SSAE SOC 2 report?

YES _____ NO _____

If not, what other assurance of software and process security can the Contractor provide?

Please provide any clarification or exception to your answers (use additional pages if needed).



Please state your BID percentage markup here: _____%

Please calculate and write below your total hourly rate based on your BID markup, assuming the City directs \$7.25 as the hourly Intern pay:

PLEASE SIGN YOUR BID BELOW. UNSIGNED BIDS WILL NOT BE CONSIDERED.

Attest: I have read and understood the requirements stated by the City in this Bid package. I certify that all representations I have made herein are true and accurate. I have authority to make representations and sign bid documents on behalf of this Bidder.

Signature

Date

Your Printed Name & Title

Official Corporate Name

Bidder's Point of Contact (Name, Email, Phone, Mailing Address) for this Bid:



Additional Terms Relating to Purchases with Federal Grant Awards

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

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

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

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

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

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

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

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

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

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

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

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



of the bid requirements;

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

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

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

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

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

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

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

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

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

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

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of



notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

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

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

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

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

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

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

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

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

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

(iii) The contractor will not discharge or in any other manner discriminate against any



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

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

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

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

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

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



the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

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

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

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

8. BID PROTEST PROCEDURES

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

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

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

(iii) Identification of the bid being protested;

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

(v) The form of relief requested

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

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney



must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

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

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

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

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

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

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

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



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

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

11. ADDITIONAL PROVISIONS RELATING TO FEDERAL HOUSING AWARDS: Should HUD funds be utilized, compliance with Section 3 of the Housing Act will also apply when appropriate.



AGENDA ITEM SUMMARY SHEET

Agenda of:3/2/2021

Submitted by:

Carleen Stout-Clark, Real Estate Officer

Sponsored by:

Mayor William S. Stimpson and Councilmember Gina Gregory

Purpose and Scope of Project:

To accept professional service contract with Zeke-Trice, LLC dba Rowe Engineering & Surveying for an ALTA/NSPS Land Title Survey of Property

Amount of Contract:

17,450.00

Funding Source

Project # C0554 - Survey of Property South of
Magnolia Golf Course

Discretionary Funds

Project String C0554 - (20002000-42200)

Contract Number:3136

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Christensen, Brad	Approved	2/11/2021 - 1:08 PM
Capital	Hollins, Tiffany	Approved	2/11/2021 - 1:33 PM
Legal	Kern, Chris	Approved	2/11/2021 - 3:47 PM
Mayors Office	Barber, James	Approved	2/18/2021 - 9:34 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:3/2/2021

Submitted by:

Chief Jeremy Lami, MFRD

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize the Mayor to apply, accept, and receive, if awarded, a grant in the amount of \$5,183,996.70 in support of the FY 2020 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program, from the Department of Homeland Security, Federal Emergency Management Agency (FEMA). There is no cost match.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds \$5,183,996.70

Matching Funds 0

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	2/18/2021 - 11:22 AM
Legal Kern, Chris	Approved	2/18/2021 - 2:04 PM
Legal Kern, Chris	Approved	2/18/2021 - 2:05 PM
Mayors Office Barber, James	Approved	2/18/2021 - 3:15 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:3/2/2021

Submitted by:

James Roberts, 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
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REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	2/18/2021 - 12:35 PM
Legal	Kern, Chris	Approved	2/18/2021 - 2:06 PM
Mayors Office	Barber, James	Approved	2/18/2021 - 3:16 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:3/2/2021

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
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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: 3/2/2021

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: 3/2/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/25/2021 -
12:57 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:3/2/2021

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
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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:3/2/2021

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: 3/2/2021

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
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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:3/2/2021

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.*

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>6266</u>	2021	(F7000) MOTOR POOL	3 2021 CHEVROLET TAHOE POLICE PACKAGE SUVS (AL STATE CONTRACT)	\$107,835.78	<u>(293039)</u> <u>DONOHOO</u> <u>CHEVROLET LLC</u>

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. Additional Description Notes	3.00 EACH	35945.26000	107835.78

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

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 2
--	--	--------

Vendor
 DONOHOO CHEVROLET LLC
 1000 GREENHILL BLVD NW

Ship To
 MOTOR POOL
 745 BROAD STREET

FORT PAYNE, AL 35967

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

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

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
	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:

Patrick Hemme
334-242-7173
Pat.Hemme@purchasing.alabama.gov

ISSUER:

Patrick Hemme
334-242-7173
Pat.Hemme@purchasing.alabama.gov

BUYER:

Patrick Hemme
334-242-7173
Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA - LAW ENFORCEMENT VEHICLES - T191L
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	\$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)								
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:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

200000000210	Document Phase Final	Document Description MA - LAW ENFORCEMENT VEHICLES - T191L	Page 3 of 10
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Authority:

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

Choice of Law; Venue:

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

Not to Constitute a Debt of the State:

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

Bid Response Instructions:

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

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

Bid rejection:

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

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

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

Bid number not on envelope/package/box
 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)

200000000210	Document Phase Final	Document Description MA - LAW ENFORCEMENT VEHICLES - T191L	Page 4 of 10
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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

200000000210	Document Phase Final	Document Description MA - LAW ENFORCEMENT VEHICLES - T191L	Page 5 of 10
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Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Intent to Award

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

Alternate Bid Response

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

Internet Website Link's

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

Product Delivery, Receiving and Acceptance

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

Sales Tax Exemption

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

Invoices

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

Bid Responses and Bid Results

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 manufactures 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.

200000000210	Document Phase Final	Document Description MA - LAW ENFORCEMENT VEHICLES - T191L	Page 6 of 10
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Award:

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

The life cycle cost residual value will be calculated by ALDOT's Office of Fleet Management during the evaluation by using the NADA guide for the month in which the bid is opened for the bid on a 2016 make/model year of that exact vehicle 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 be 1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

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

October, November, December – Due by January 20th

January, February, March – Due by April 20th

April, May, June – Due by July 20th

July, August, September – Due by October 20th

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

Alabama Department of Finance
Division of Accounting and Administration

200000000210	Document Phase Final	Document Description MA - LAW ENFORCEMENT VEHICLES - T191L	Page 7 of 10
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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 cancellation 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

200000000210	Document Phase Final	Document Description MA - LAW ENFORCEMENT VEHICLES - T191L	Page 8 of 10
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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.

200000000210	Document Phase Final	Document Description MA - LAW ENFORCEMENT VEHICLES - T191L	Page 9 of 10
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Vendors must not enter a price on the unit price line for vehicle options or vehicle delivery. The prices for these line items will be quoted at the time the vehicle is ordered. Only the price pages with prices for the line items you are bidding on need to be returned.

QUOTES:

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

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

CREDIT APPLICATIONS/BUSINESS LICENSES, ETC:

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

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

PURPOSE:

To establish a statewide contract for 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.

200000000210	Document Phase Final	Document Description MA - LAW ENFORCEMENT VEHICLES - T191L	Page 10 of 10
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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:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

ISSUER:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

BUYER:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA - LAW ENFORCEMENT VEHICLES - T191L

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	\$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
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.

Final

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

200000000211	Document Phase Final	Document Description MA - LAW ENFORCEMENT VEHICLES - T191L	Page 3 of 10
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Authority:

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

Choice of Law; Venue:

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

Not to Constitute a Debt of the State:

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

Bid Response Instructions:

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

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

Bid rejection:

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

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

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

Bid number not on envelope/package/box
 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)

200000000211	Document Phase Final	Document Description MA - LAW ENFORCEMENT VEHICLES - T191L	Page 4 of 10
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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

200000000211	Document Phase Final	Document Description MA - LAW ENFORCEMENT VEHICLES - T191L	Page 5 of 10
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Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Intent to Award

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

Alternate Bid Response

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

Internet Website Link's

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

Product Delivery, Receiving and Acceptance

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

Sales Tax Exemption

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

Invoices

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

Bid Responses and Bid Results

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 manufactures 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.

200000000211	Document Phase Final	Document Description MA - LAW ENFORCEMENT VEHICLES - T191L	Page 6 of 10
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Award:

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

The life cycle cost residual value will be calculated by ALDOT's Office of Fleet Management during the evaluation by using the NADA guide for the month in which the bid is opened for the bid on a 2016 make/model year of that exact vehicle 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 be 1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

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

October, November, December – Due by January 20th

January, February, March – Due by April 20th

April, May, June – Due by July 20th

July, August, September – Due by October 20th

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

Alabama Department of Finance
Division of Accounting and Administration

200000000211	Document Phase Final	Document Description MA - LAW ENFORCEMENT VEHICLES - T191L	Page 7 of 10
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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

200000000211	Document Phase Final	Document Description MA - LAW ENFORCEMENT VEHICLES - T191L	Page 8 of 10
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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.

200000000211	Document Phase Final	Document Description MA - LAW ENFORCEMENT VEHICLES - T191L	Page 9 of 10
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Vendors must not enter a price on the unit price line for vehicle options or vehicle delivery. The prices for these line items will be quoted at the time the vehicle is ordered. Only the price pages with prices for the line items you are bidding on need to be returned.

QUOTES:

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

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

CREDIT APPLICATIONS/BUSINESS LICENSES, ETC:

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

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

PURPOSE:

To establish a statewide contract for 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.

200000000211	Document Phase Final	Document Description MA - LAW ENFORCEMENT VEHICLES - T191L	Page 10 of 10
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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:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

ISSUER:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

BUYER:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA - 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

200000000212	Document Phase Final	Document Description MA - LAW ENFORCEMENT VEHICLES - T191L	Page 3 of 10
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Authority:

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

Choice of Law; Venue:

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

Not to Constitute a Debt of the State:

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

Bid Response Instructions:

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

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

Bid rejection:

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

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

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

Bid number not on envelope/package/box
 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)

200000000212	Document Phase Final	Document Description MA - LAW ENFORCEMENT VEHICLES - T191L	Page 4 of 10
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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

200000000212	Document Phase Final	Document Description MA - LAW ENFORCEMENT VEHICLES - T191L	Page 5 of 10
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Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Intent to Award

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

Alternate Bid Response

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

Internet Website Link's

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

Product Delivery, Receiving and Acceptance

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

Sales Tax Exemption

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

Invoices

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

Bid Responses and Bid Results

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.

200000000212	Document Phase Final	Document Description MA - LAW ENFORCEMENT VEHICLES - T191L	Page 6 of 10
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Award:

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

The life cycle cost residual value will be calculated by ALDOT's Office of Fleet Management during the evaluation by using the NADA guide for the month in which the bid is opened for the bid on a 2016 make/model year of that exact vehicle 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 be 1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

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

October, November, December – Due by January 20th

January, February, March – Due by April 20th

April, May, June – Due by July 20th

July, August, September – Due by October 20th

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

Alabama Department of Finance
Division of Accounting and Administration

200000000212	Document Phase Final	Document Description MA - LAW ENFORCEMENT VEHICLES - T191L	Page 7 of 10
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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 cancellation 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

200000000212	Document Phase Final	Document Description MA - LAW ENFORCEMENT VEHICLES - T191L	Page 8 of 10
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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.

200000000212	Document Phase Final	Document Description MA - LAW ENFORCEMENT VEHICLES - T191L	Page 9 of 10
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Vendors must not enter a price on the unit price line for vehicle options or vehicle delivery. The prices for these line items will be quoted at the time the vehicle is ordered. Only the price pages with prices for the line items you are bidding on need to be returned.

QUOTES:

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

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

CREDIT APPLICATIONS/BUSINESS LICENSES, ETC:

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

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

PURPOSE:

To establish a statewide contract for 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.

200000000212	Document Phase Final	Document Description MA - LAW ENFORCEMENT VEHICLES - T191L	Page 10 of 10
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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:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

ISSUER:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

BUYER:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA - STATE OF ALABAMA 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

210000000042	Document Phase Final	Document Description MA - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES	Page 3 of 10
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Authority:

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

Choice of Law; Venue:

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

Not to Constitute a Debt of the State:

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

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

Bid rejection:

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

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

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

- Bid number not on envelope/package/box
- 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

210000000042	Document Phase Final	Document Description MA - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES	Page 4 of 10
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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

210000000042	Document Phase Final	Document Description MA - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES	Page 5 of 10
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liquidated damages shall accrue to the State as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration

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

Intent to Award

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

Alternate Bid Response

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

Internet Website Link's

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

Product Delivery, Receiving and Acceptance

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

Sales Tax Exemption

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

Invoices

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

Bid Responses and Bid Results

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.

210000000042	Document Phase Final	Document Description MA - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES	Page 6 of 10
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Award:

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

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

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

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

Delivery charges:

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

In State Dealership:

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

Administrative fee:

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

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

October, November, December – Due by January 20th

January, February, March – Due by April 20th

April, May, June – Due by July 20th

July, August, September – Due by October 20th

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

Alabama Department of Finance
Division of Accounting and Administration

210000000042	Document Phase Final	Document Description MA - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES	Page 7 of 10
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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

210000000042	Document Phase Final	Document Description MA - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES	Page 8 of 10
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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.

210000000042	Document Phase Final	Document Description MA - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES	Page 9 of 10
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Vendors must not enter a price on the unit price line for vehicle options or vehicle delivery. The prices for these line items will be quoted at the time the vehicle is ordered. Only the price pages with prices for the line items you are bidding on need to be returned.

QUOTES:

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

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

CREDIT APPLICATIONS/BUSINESS LICENSES, ETC:

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

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

PURPOSE:

To establish a statewide contract for 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

210000000042	Document Phase Final	Document Description MA - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES	Page 10 of 10
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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:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

ISSUER:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

BUYER:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA - STATE OF ALABAMA 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:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

210000000043	Document Phase Final	Document Description MA - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES	Page 3 of 10
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Authority:

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

Choice of Law; Venue:

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

Not to Constitute a Debt of the State:

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

Bid Response Instructions:

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

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.
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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.

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- 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

210000000043	Document Phase Final	Document Description MA - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES	Page 4 of 10
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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

210000000043	Document Phase Final	Document Description MA - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES	Page 5 of 10
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liquidated damages shall accrue to the State as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration

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

Intent to Award

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

Alternate Bid Response

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

Internet Website Link's

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

Product Delivery, Receiving and Acceptance

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

Sales Tax Exemption

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

Invoices

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

Bid Responses and Bid Results

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.

210000000043	Document Phase Final	Document Description MA - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES	Page 6 of 10
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Award:

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

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

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

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

Delivery charges:

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

In State Dealership:

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

Administrative fee:

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

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

October, November, December – Due by January 20th

January, February, March – Due by April 20th

April, May, June – Due by July 20th

July, August, September – Due by October 20th

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

Alabama Department of Finance
Division of Accounting and Administration

210000000043	Document Phase Final	Document Description MA - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES	Page 7 of 10
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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

210000000043	Document Phase Final	Document Description MA - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES	Page 8 of 10
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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.

210000000043	Document Phase Final	Document Description MA - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES	Page 9 of 10
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Vendors must not enter a price on the unit price line for vehicle options or vehicle delivery. The prices for these line items will be quoted at the time the vehicle is ordered. Only the price pages with prices for the line items you are bidding on need to be returned.

QUOTES:

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

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

CREDIT APPLICATIONS/BUSINESS LICENSES, ETC:

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

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

PURPOSE:

To establish a statewide contract for 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

210000000043	Document Phase Final	Document Description MA - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES	Page 10 of 10
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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:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

ISSUER:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

BUYER:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA - STATE OF ALABAMA 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:



Purchasing Director

APPROVALS

Date	Status Before	Status After	Approver

210000000044	Document Phase Final	Document Description MA - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES	Page 3 of 10
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Authority:

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

Choice of Law; Venue:

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

Not to Constitute a Debt of the State:

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

Bid Response Instructions:

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

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

Bid rejection:

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

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

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

- Bid number not on envelope/package/box
- 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

210000000044	Document Phase Final	Document Description MA - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES	Page 4 of 10
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Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

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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.

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

210000000044	Document Phase Final	Document Description MA - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES	Page 5 of 10
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liquidated damages shall accrue to the State as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration

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

Intent to Award

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

Alternate Bid Response

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

Internet Website Link's

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

Product Delivery, Receiving and Acceptance

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

Sales Tax Exemption

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

Invoices

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

Bid Responses and Bid Results

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.

210000000044	Document Phase Final	Document Description MA - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES	Page 6 of 10
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Award:

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

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

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

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

Delivery charges:

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

In State Dealership:

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

Administrative fee:

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

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

October, November, December – Due by January 20th

January, February, March – Due by April 20th

April, May, June – Due by July 20th

July, August, September – Due by October 20th

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

Alabama Department of Finance
Division of Accounting and Administration

210000000044	Document Phase Final	Document Description MA - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES	Page 7 of 10
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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

210000000044	Document Phase Final	Document Description MA - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES	Page 8 of 10
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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.

210000000044	Document Phase Final	Document Description MA - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES	Page 9 of 10
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Vendors must not enter a price on the unit price line for vehicle options or vehicle delivery. The prices for these line items will be quoted at the time the vehicle is ordered. Only the price pages with prices for the line items you are bidding on need to be returned.

QUOTES:

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

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

CREDIT APPLICATIONS/BUSINESS LICENSES, ETC:

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

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

PURPOSE:

To establish a statewide contract for 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

210000000044	Document Phase Final	Document Description MA - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES	Page 10 of 10
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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:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

ISSUER:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

BUYER:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA - STATE OF ALABAMA 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:



Purchasing Director

APPROVALS

Date	Status Before	Status After	Approver

210000000045	Document Phase Final	Document Description MA - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES	Page 3 of 10
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Authority:

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

Choice of Law; Venue:

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

Not to Constitute a Debt of the State:

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

Bid Response Instructions:

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

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

Bid rejection:

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

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

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

- Bid number not on envelope/package/box
- 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

210000000045	Document Phase Final	Document Description MA - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES	Page 4 of 10
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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

210000000045	Document Phase Final	Document Description MA - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES	Page 5 of 10
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liquidated damages shall accrue to the State as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration

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

Intent to Award

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

Alternate Bid Response

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

Internet Website Link's

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

Product Delivery, Receiving and Acceptance

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

Sales Tax Exemption

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

Invoices

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

Bid Responses and Bid Results

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.

210000000045	Document Phase Final	Document Description MA - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES	Page 6 of 10
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Award:

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

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

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

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

Delivery charges:

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

In State Dealership:

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

Administrative fee:

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

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

October, November, December – Due by January 20th

January, February, March – Due by April 20th

April, May, June – Due by July 20th

July, August, September – Due by October 20th

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

Alabama Department of Finance
Division of Accounting and Administration

210000000045	Document Phase Final	Document Description MA - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES	Page 7 of 10
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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.

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

210000000045	Document Phase Final	Document Description MA - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES	Page 8 of 10
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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.

210000000045	Document Phase Final	Document Description MA - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES	Page 9 of 10
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Vendors must not enter a price on the unit price line for vehicle options or vehicle delivery. The prices for these line items will be quoted at the time the vehicle is ordered. Only the price pages with prices for the line items you are bidding on need to be returned.

QUOTES:

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

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

CREDIT APPLICATIONS/BUSINESS LICENSES, ETC:

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

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

PURPOSE:

To establish a statewide contract for 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

210000000045	Document Phase Final	Document Description MA - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES	Page 10 of 10
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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: 3/2/2021

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.*

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>4098</u>	2021	(2060) TRAFFIC ENGINEERING	50 3IN X 12FT DECORATIVE ALUMINUM SIGN POSTS, 20 24IN EXTENSION POSTS (SEALED BID 5510)	\$21,860.00	<u>(44605) DENNIS ALUMINUM PRODUCTS</u>

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 00004098-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 1
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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
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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	2000.80.00.0000.0000.0000.0000.44020. 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

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
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004098-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 2
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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
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Date Ordered	Vendor Number	Date Required	Ship 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	2000.80.00.0000.0000.0000.0000.44020. E C0556 .OPERSUPPLS.			860.00
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 MARYBETH BERGIN

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Requisition Link

Requisition Total	21860.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0556 .OPERSUPPLS.	21860.00	228140.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	21860.00	
CAPITAL IMPROVEMENTS FUND EXP	OPERATING SUPPLIES	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004098-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved
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Page 3

Vendor
 DENNIS ALUMINUM PRODUCTS
 12654 WOODLAND DR

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

FOLEY, AL 36535

MOBILE, AL 36604
 MARYBETH.BERGIN@CITYOFMOBILE.ORG

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

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
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***** 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	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 1 - 100	POST ALUMINUM 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			

Page 1 of 3

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 The following 3 items to be awarded All or None: 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 1/2 inch O.D. with 3/16 inch wall thickness Alodized Finish. • 9/16 inch holes drilled for 1/2 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	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			

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

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

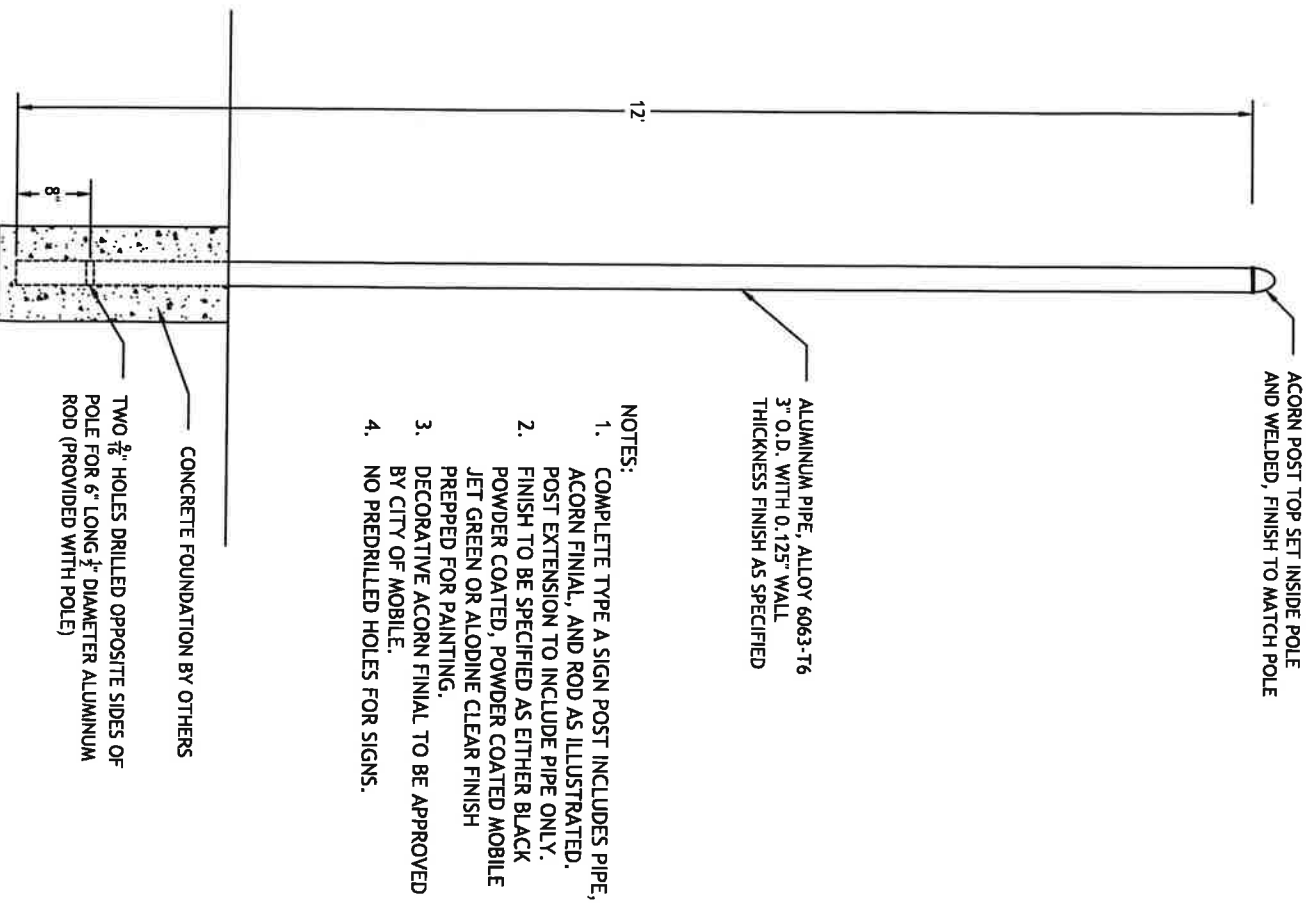
READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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 PREPED FOR PAINTING.
3. DECORATIVE ACORN FINIAL TO BE APPROVED BY CITY OF MOBILE.
4. NO PREDRILLED HOLES FOR SIGNS.

CONCRETE FOUNDATION BY OTHERS

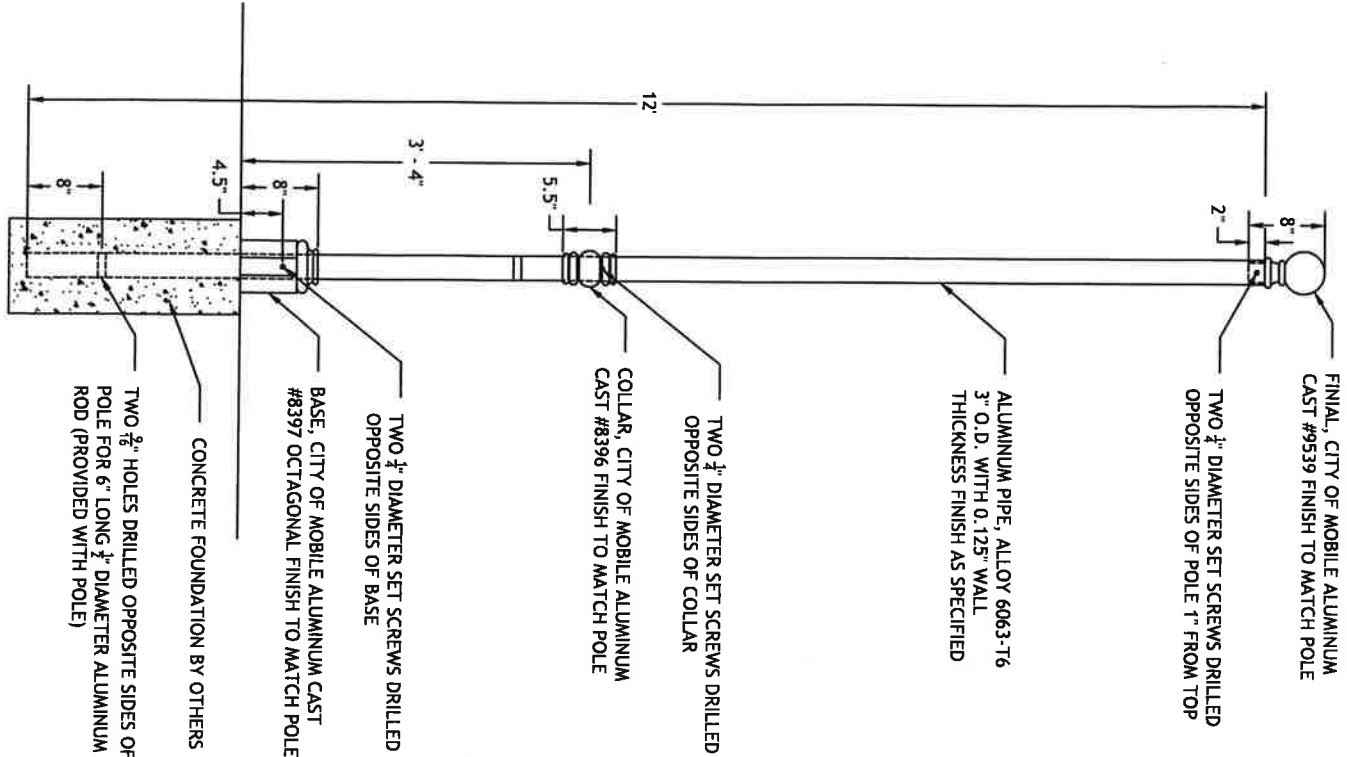
TWO $\frac{3}{8}$ " HOLES DRILLED OPPOSITE SIDES OF POLE FOR 6" LONG $\frac{1}{2}$ " DIAMETER ALUMINUM ROD (PROVIDED WITH POLE)



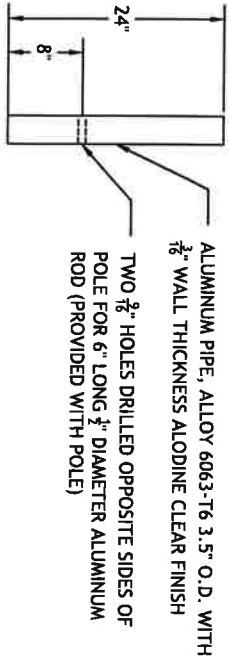
CITY OF MOBILE, ALABAMA
TRAFFIC ENGINEERING DEPARTMENT

STANDARD SIGN POSTS
TYPE A AND U-CHANNEL

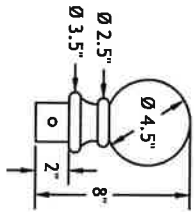
TYPE B DECORATIVE SIGN POST



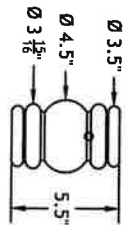
DECORATIVE SIGN POST EXTENSION



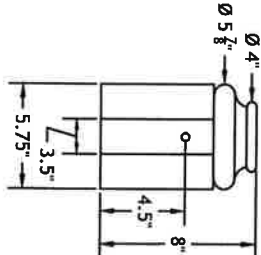
FINIAL



COLLAR



BASE



- 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 ALDINE CLEAR FINISH PREPED 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



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:3/2/2021

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:3/2/2021

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:3/2/2021

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- **Discretionary Funds**
21

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
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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
Legal	Kern, Chris	Approved	2/22/2021 - 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: 3/2/2021

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:3/2/2021

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
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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			2/25/2021 -

Office

Barber, James

Approved

12:41 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:3/2/2021

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
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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:3/2/2021

Submitted by:

Brad Christensen, Director of Real Estate Asset Management

Sponsored by:

Councilmember Manzie & Mayor Stimpson

Funding Source

Project # Ladd Stadium Structural 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
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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:3/2/2021

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 Theatre - 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: 3/2/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/24/2021 - 4:20
PM



AGENDA ITEM SUMMARY SHEET

Agenda of: 3/2/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/8/2021 - 4:11
PM



AGENDA ITEM SUMMARY SHEET

Agenda of: 3/2/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/8/2021 - 3:51
PM



AGENDA ITEM SUMMARY SHEET

Agenda of: 3/2/2021

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

2/8/2021 - 3:52 PM



AGENDA ITEM SUMMARY SHEET

Agenda of: 3/2/2021

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

2/8/2021 - 4:03 PM



AGENDA ITEM SUMMARY SHEET

Agenda of: 3/2/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/8/2021 - 4:13
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:3/2/2021

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.*

RESOLUTION

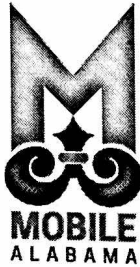
Sponsored by:

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

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 that 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.

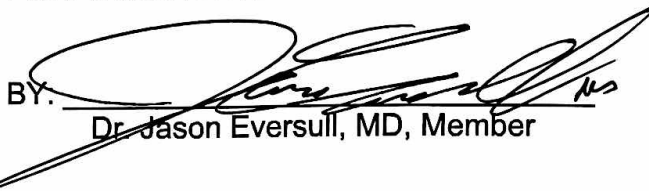
M. Changes: Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

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: 

Dr. Jason Eversull, MD, Member

Date: 12 FEB 21

FOR CITY OF MOBILE, A Municipal Corporation

BY: _____
Mayor

Date: _____

ATTEST:

City Clerk

Date: _____

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			EMD1911294P1	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							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 <i>Julie A Raiss</i>



AGENDA ITEM SUMMARY SHEET

Agenda of: 3/2/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/25/2021 - 2:43
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:3/2/2021

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
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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:3/2/2021

Submitted by:

Lawrence L. Battiste, IV, Chief of Police

Sponsored by:

Mayor William S. Stimpson, City of Mobile

Purpose and Scope of Project:

Approve award of special bonus to the Officer of the Month as part of the Mayor's Incentive Program, Wilfredo Fernandez, \$500.00 (sponsored by Mayor Stimpson) (submitted by Chief Lawrence L. Battiste, IV, Police Department).

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Public Safety	Zirlott, Kim	Approved	2/19/2021 - 10:29 AM
Mayors Office	Barber, James	Approved	2/25/2021 - 12:42 PM



AGENDA ITEM SUMMARY SHEET

Agenda of: 3/2/2021

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER FRED RICHARDSON

Purpose and Scope of Project:

FUNDS WILL BE USED TO PURCHASE UNIFORMS AND EQUIPMENT FOR THEIR BASEBALL PROGRAM

Amount of Contract:

\$2,000.00

Funding Source

Project # DSC-01 / 10041020-42080

Discretionary Funds DSC-01

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	2/25/2021 - 10:29 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:3/2/2021

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMAN JOEL DAVES

Purpose and Scope of Project:

FUNDS WILL BE USED TO HELP WITH THE MAINTENANCE OF THE LANDSCAPED MEDIAN ALONG DAUPHIN ST., THE GRASSY AREA ALONG VICKERS LANE & S. MCGREGOR AVENUE AND THE YEARLY MAINTENANCE FOR THE VILLAGE OF SPRING HILL TREES ON THE CITY'S RIGHT OF WAY

Amount of Contract:

\$8,500.00

Funding Source

Project # DSC-05 / 10041020-42080

Discretionary Funds DSC-05

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	2/25/2021 - 1:37 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:3/2/2021

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: 3/2/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/25/2021 - 4:40
PM