



AGENDA

MOBILE CITY COUNCIL MEETING

Tuesday, February 8, 2022, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**
Minister Jemal Neal, Church of God Fellowship Ministries
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**
February 1, 2022
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

Request of Sharon Pettway for a waiver of the Noise Ordinance at the Dotch Center Parking Lot on April 30, 2022, from 2:00 p.m. - 4:00 p.m. (District 1).

Request of Elizabeth Leatherbury, Maids of Mirth, for a waiver of the Noise Ordinance at 911 Dauphin Street on February 19, 2022, from 8:30 p.m. - 12:00 a.m. (District 2).

Request of Gary Constantine, Order of Myths, for a waiver of the Noise Ordinance at 254 St. Anthony Street on February 27, 2022, from 11:00 a.m. - 6:00 p.m. (District 2).

Request of Gary Constantine, Order of Myths, for a waiver of the Noise Ordinance at 254 St. Anthony Street on March 1, 2022, from 6:00 p.m. - 10:00 p.m. (District 2).

Request of Pam Lott, for a waiver of the Noise Ordinance at Bienville Square on March 18 - 24, 2022, from 7:00 a.m. - 7:00 p.m. (District 2).

Request of Caroline Hall, Junior League, for a waiver of the Noise Ordinance at Cooper Riverside Park on October 22, 2022, from 4:00 p.m. - 7:00 p.m. (District 2).

Request of Pamela Moore for a waiver of the Noise Ordinance at Crestview Park on July 23, 2022, from 10:00 a.m. - 6:00 p.m. (District 4).

Request of Joshua Foster for a waiver of the Noise Ordinance at Medal of Honor Park on February 12, 2022, from 8:00 a.m. - 2:00 p.m. (District 6).

Request of Margaret Smith, Cystic Fibrosis Foundation, for a waiver of the Noise Ordinance at Medal of Honor Park on April 30, 2022, from 7:00 a.m. - 1:00 p.m. (District 6).

Request of Anthony Vaughn for a waiver of the Noise Ordinance at the Performing Arts Pavilion at Langan Park on May 28, 2022, from 10:30 a.m. - 2:00 p.m. (District 7).

10. PUBLIC HEARINGS

Public hearing to fix costs for demolition of the structure at 1567 Plover Street; \$2,199.00 (District 2).

Public hearing to fix costs for demolition of the structure at 1025 Hannon Road; \$3,200.00 (District 3).

Public hearing to fix costs for demolition of the structure at 2050 Stockton Drive; \$3,125.00 (District 3).

Public hearing to fix costs for demolition of the structure at 1775 Pake Avenue; \$3,700.00 (District 3).

Public hearing to fix costs for demolition of the structure at 4241 Furman Drive; \$4,175.00 (District 4).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Eddie Irby - Presentation for Council President Small

Sabina Shahi, Discount Zone - Effects of Broad St. construction on businesses

Dr. Claude Shuford - Redistricting

Rev. Clinton Johnson - Redistricting

Charlie Staten - Redistricting

Rev. Cleveland McFarland - Redistricting

Wesley Young - Redistricting

12. ORDINANCES HELD OVER

64-004 Ordinance to rezone property located at 118 Kilmarnock Street from R-1 to B-2 (District 2).

64-005 Ordinance to rezone property located at 117 N. Catherine Street from R-1 to B-2 (District 2).

64-006 Ordinance to rezone property located at 2621 Ralston Road from R-1 and B-2, to B-2 (District 5).

13. RESOLUTIONS HELD OVER

01-111 Authorize agreement with Design Force, Inc. for an exhibit at the GulfQuest National Maritime Museum; \$76,800.00, funded by a GOMESA grant (sponsored by Mayor Stimpson) (submitted by Matt Anderson, Civic & Cultural Affairs).

08-112 Approve item based bid for fire nozzles (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-113 Approve item based bid for fire bunker gear (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-114 Approve purchase order to Sunbelt Fire Inc. for fire turnout coats and pants; \$148,775.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-116 Approve purchase orders for fuel for the WAVE Transit (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-117 Approve purchase order to Toter, LLC for trash containers and lids; \$128,818.27 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-118 Transfer funds from General Fund (unassigned fund balance) to Neighborhood Development for Africatown Redevelopment; \$250,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory McMillian, Capital Projects and James Roberts, Neighborhood Development).

21-119 Authorize contract with Canon Solutions America, Inc. for copier rental & support; MPD; \$218,037.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

31-120 Update the American Rescue Plan to allocate funds to various social services organizations; \$1,539,050.00 (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development).

31-121 Update the American Rescue Plan to allocate funds to the Boys & Girls Club of South Alabama, Inc.; \$260,000.00 (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development).

31-122 Update the American Rescue Plan to allocate funds for small business assistance; \$2,000,000.00 (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development).

37-123 Consider approval of a Certificate of Public Convenience and Necessity to George Austin St. Clair, d/b/a MOB City Rides, to operate a sedan service (scheduled for February 1, 2022).

60-124 Authorize Settlement Agreement and Release of Claims, Tolbert (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

14. CONSENT RESOLUTIONS BEING INTRODUCED

40-127 Fix costs for demolition of the structure at 1567 Plover Street; \$2,199.00 (sponsored by Councilmember Carroll).

40-128 Fix costs for demolition of the structure at 1025 Hannon Road; \$3,200 (sponsored by Councilmember Small).

40-129 Fix costs for demolition of the structure at 2050 Stockton Drive; \$3,125.00 (sponsored by Councilmember Small).

40-130 Fix costs for demolition of the structure at 1775 Pake Avenue; \$3,700.00 (sponsored by Councilmember Small).

40-131 Fix costs for demolition of the structure at 4241 Furman Drive; \$4,175.00 (sponsored by Councilmember Reynolds).

58-132 Declare weeds noxious, Weed Lien Group 1625.

60-133 Determine an appropriation to the Clotilda Descendants Association serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Rebecca Christian, Comptroller).

60-134 Determine an appropriation to Providence Foundation, Festival of Flowers, serves a public purpose and approve payment (sponsored by Councilmembers Reynolds & Jones) (submitted by Rebecca Christian, Comptroller).

60-135 Approve award of special bonus to the Public Services Employee of the Month as part of the Mayor's incentive program; Lee (sponsored by Mayor Stimpson) (submitted by John Peavy, Public Works).

60-136 Approve award of special bonus to the Public Works at Large Employee of the Month; James (sponsored by Mayor Stimpson) (submitted by James DeLapp, Public Works).

60-137 Approve award of special bonus to the Parks & Recreation Dept. Employee of the Month as part of the Mayor's incentive program; Roberts (sponsored by Mayor Stimpson) (submitted by Shomnda Smith, Parks & Rec. Dept.).

15. RESOLUTIONS BEING INTRODUCED

21-138 Authorize contract amendment with Southern Earth Sciences, Inc. for annual landfill sampling requirements for Bates C & D Landfill and Hickory Street Landfill; \$56,538.90 (sponsored by Councilmembers Carroll & Gregory and Mayor Stimpson) (submitted by Nick Amberger, City Engineer).

08-139 Approve purchase order to Postmark, Inc. for annual business license renewal print and mailing; \$24,317.37 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-140 Approve purchase order to SHI International Corp. for 1-year security awareness training; \$15,597.92 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-141 Approve purchase order to tech vendor for annual renewal of recognition software, MPD Cyber Division; \$42,400.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-142 Approve purchase order to ProtecVideo, LLC for annual software and storage license, MPD; \$167,412.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-143 Approve item based bid for printing of banners, posters, postcards (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-144 Approve item based bid for printing of corrugated plastic sheet signs (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-145 Authorize contract with Danielle Baca as Cyber Specialist; \$48,500.00 per year, funding from The American Rescue Plan (ARP) (sponsored by Mayor Stimpson) (submitted by Lawrence Battiste, Public Safety Dept.).

21-146 Authorize contract with Joshua Jones as Youth Violence Prevention Coordinator; \$65,000.00 per year, funding from The American Rescue Plan (ARP) (sponsored by Mayor Stimpson) (submitted by Lawrence Battiste, Public Safety).

31-147 Authorize grant agreement with the State of Alabama Dept. of Transportation (ALDOT) to accept and receive \$400,000.00 from the Transportation Alternatives Program for implementation of the Mobile Greenway Initiative: Three Mile Creek Greenway Trail (Segment 1) (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project

Mgmt.).

60-148 Request the Mobile County Legislative Delegation to propose legislation to grant the City of Mobile authority to pass an ordinance to enforce traffic violations through the use of photographic evidence and issuance of civil fines (sponsored by Councilmembers Daves, Small, Jones & Gregory) (submitted by Chris Arledge, Council Attorney).

60-149 Authorize Release of Claims and Settlement Agreement; Wilson (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

16. CALL FOR PUBLIC HEARINGS

41-150 Call for public hearing to rezone property located at 1451 Cedar Crescent Drive from R-3 to R-3 to remove conditions of the existing zoning amendment (District 3) (scheduled for March 8, 2022).

41-151 Call for public hearing to rezone property located at the southwest corner of Zeigler Boulevard and North University Boulevard from R-1 to B-2 (District 7) (scheduled for March 8, 2022).

17. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/2/2022 - 2:57
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/3/2022 - 2:20
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

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

2/3/2022 - 9:13
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/3/2022 - 8:53
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/2/2022 - 2:10
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/2/2022 - 2:13 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/2/2022 - 2:18 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/3/2022 - 9:00 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Sponsored by:

Councilmember Reynolds

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
City Clerk Gauthier, Lana	Approved	2/2/2022 - 2:22 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Sponsored by:

Councilmember Jones

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
City Clerk Gauthier, Lana	Approved	2/2/2022 - 2:24 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Jones

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

2/3/2022 - 8:50
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/31/2022 - 12:12 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/3/2022 - 1:33
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Sponsored by:

Councilmember Small

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/3/2022 - 1:35
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Sponsored by:

Councilmember Small

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/3/2022 - 1:42
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Sponsored by:

Councilmember Small

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

Accounting Gauthier, Lana

Approved

1/3/2022 - 1:44
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Sponsored by:

Councilmember Reynolds

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/3/2022 - 1:46
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

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

2/2/2022 - 2:02
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

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

2/3/2022 - 2:38
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

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

2/3/2022 - 9:09
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

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

2/3/2022 - 12:28
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

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

2/3/2022 - 12:29
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

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

2/3/2022 - 12:30
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

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

2/3/2022 - 12:55
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

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

2/3/2022 - 1:10
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/5/2022 - 10:05 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/5/2022 - 10:10 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Sponsored by:

Councilmember Daves

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

12/28/2021 -
4:37 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Submitted by:

Matt Anderson, Civic and Cultural Affairs

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize and execute a contract with Design Force, Inc. in the amount of \$76,000.00 for educational content improvements including an exhibit at the GulfQuest National Maritime Museum focusing on Dr. Edward O. Wilson's work on biodiversity and the Delta. This project is funded by the Alabama Department of Conservation and Natural Resources (ADCNR) through a GOMESA grant.

Funding Source

Project #

Discretionary Funds

Project String G-GULFQST.PROTECHNC

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	Christian, Rebecca	Approved	1/25/2022 - 3:56 PM
Legal	Kern, Chris	Approved	1/26/2022 - 10:58 AM
Legal	Kern, Chris	Approved	1/26/2022 - 10:59 AM
Mayors Office	Mayhall, David	Approved	1/27/2022 - 2:33 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve Item-Based bid award to Sunbelt Fire Inc for fire nozzles.

General Fund.

Amount of Contract:

N/A to be purchased at unit prices indicated

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220121 Nozzles Agenda Package POs	Cover Memo	1/21/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Mayhall, David	Approved	1/27/2022 - 2:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
<u>5638</u>	FIRE NOZZLES	2	SEE BID TAB FOR UNIT PRICES	One year, renewable for two additional one year periods.	(198904) SUNBELT FIRE INC

Adopted:

City Clerk

BID 5638
TASK FORCE NOZZLES

SUNBELT VSC FIRE

17991 TFTXXC-33-HE	\$4,299.00	\$6,240.00
17992 TFTXXC-32-HE	\$3,495.00	\$5,033.00

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) 208-7434Purchasing Department
and Package Delivery:Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING

Typed by: sd 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:
12/10/2021	5638	EQUIPMENT	As Specified

This bid must be received and stamped by the Purchasing office not later than: 10:30 AM, Thursday, January 13, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	TASK FORCE NOZZLE					
	TASK FORCE NOZZLE					
Qty 0-50	NOZZLES:HE BLITZFIRE OSCILLATOR COMBO TASK FORCE TFTXXC-33-HE. NO SUB. ITEM 17991					
	Make _____ Model _____					
Qty 0-50	NOZZLES:MONITOR, BLITZFIRE HE TFTXXC-32-HE. NO SUB. ITEM 17992					
	Make _____ Model _____					
City will purchase minimum quantities shown upon award of bid.						
Page 1 of 2						
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. City of Mobile Business License Required. Successful vendor will be required to obtain prior to issuance of City of Mobile Purchase Order. Pricing to be firm for a one-year period after award of bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for two (2) additional one-year periods. 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 purchasing@cityofmobile.org. Questions involving the bid specifications will Not be answered within 48 hours of the bid opening. You need to ask your questions early on, as soon as possible. TO BE AWARDED ON PER ITEM BASIS.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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



PURCHASING DEPARTMENT

Potential vendors are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the VENDOR to check for, download, and include with their PROPOSAL any and all ADDENDUMS that are issued for a specific REQUEST FOR PROPOSAL published by the City of Mobile. Failure to download and include ADDENDUMS in your PROPOSAL may cause your proposal to be rejected.

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

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

Any response that arrives improperly marked or with no proposal 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 vendor to insure that their response is delivered to and received in the Purchasing Department before the date and time of the opening.

Be sure to read the Terms and Conditions.

Be sure to sign your proposal!

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

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve item-based bid award for fire bunker gear.

General Fund.

Amount of Contract:

N/A to be purchased at unit prices indicated

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220121 Bunker Agenda Package Bids	Cover Memo	1/21/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Mayhall, David	Approved	1/27/2022 - 2:34 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 Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
<u>5637</u>	FIRE BUNKER GEAR	3	SEE BID TAB FOR UNIT PRICES	One year, renewable for two additional one-year periods.	(198904) SUNBELT FIRE INC

Adopted:

City Clerk

BID 5637
FIRE BUNKER GEAR

Georgia Fire

Sunbelt

Bunker Coat

\$1,624.00

Bunker Pants

Bid as
complete
package

\$1,324.00

Suspenders

\$48.00

\$3,331.00

\$2,996.00

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: sd 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:
12/10/2021	5637	Fire	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, January 13, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	FIRE SERVICE BUNKER GEAR					
Appx 0 to 300	Bunker Coat, Mobile Fire Rescue Department Specifications and NFPA Pamphlet 1971, 2013 revision. NFPA (FDNY) tri-color reflective trim, nomex radio pocket on left chest, 4” reflective sewn-on lime/yellow letters “MFRD” for back of coat, hanging letter patch at rear bottom for firefighter’s name, as per the attached specifications. Item 4267 Make _____ Model _____					
Appx 0 to 300	Bunker Pants, Mobile Fire Rescue Specifications and NFPA Pamphlet 1971, 2013 revision. NFPA 1971 tri-color reflective trim as per the attached specifications. To be furnished with Padded Ripcord Adjustment “H” Style Suspenders, as per the attached specifications. Item 4268 Make _____ Model _____					
			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 _____

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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.
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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.
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BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 0 to 300	Page 2 of 3 OPTION: Suspenders, Padded, Ripcord Adjustment “H” Style, as per the attached specifications. Item 4187 Make_____Model_____ OPTION: 2 weeks rush charge, cost per item_____ GENERAL INFORMATION Provide Literature and Specifications on bunker gear bid. Product or Brand names listed are to set the quality and functional levels for the Bunker Gear to be bought by the City of Mobile. The names of the products or materials are examples of the goal of what the City wants the product to do and provide for the safety of the employee. Your construction style and materials used may differ, but the actual safe function of the gear and the comfort of the user are important. Price of the above bunker gear to be firm for a one (1) year period from award of this Bid. At the option of the City of Mobile and the successful vendor, the award of this contract may be extended for an additional two (2) years, if pricing and terms remain the same. The City of Mobile reserves the right to request a sample of Bunker Pants or Bunker Coat made to Mobile Fire Department Specifications from the apparent low bidder prior to award to insure that item bid meets Mobile Fire Department Specifications. If requested, sample must be provided within 3 business days of request. The manufacturer shall have a repair process in place prior to opening of bid. Vendor may have a process, but it will need to be clearly defined and a proven process that works for major municipalities. Experience level and proof of repair will need to be verified by the Mobile Fire-Rescue Department in the evaluation process of the bid.					

**RETURN ONE SIGNED COPY OF THIS QUOTATION
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Firm Name _____

By _____

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

Page _____ of _____

51

GENERAL SPECIFICATIONS
PROTECTIVE JACKET
FOR STRUCTURAL FIRE FIGHTING

Mobile Alabama Fire Dept

SCOPE

This specification details design and materials criteria to afford protection to the upper and lower body, excluding head, hands, feet, against adverse environmental effects during structural fire fighting. All materials and construction will meet or exceed NFPA Standard #1971 and OSHA for structural fire fighters protective clothing.

☐ Comply ☐ Exception

The City has determined that these products listed meet the City's needs. Any manufacturer's reference is only descriptive of the type and quality the City desires to purchase. Bids for similar products of like quality will be considered if the bid is fully noted including brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meets the City's product and support needs.

OUTER SHELL MATERIAL - JACKETS

The **"PbiMax®"** or equal outer shell shall be manufactured by SAFETY COMPONENTS and constructed of 70/30 Pbi™ dominant Kevlar® with Kevlar® filament Comfort Twill weave. This outer shell fabric shall have an approximate weight of 7.0 oz. per square yard and must be treated with a durable water-repellent finish. Color of the garments shall be natural/gold.

☐ Comply ☐ Exception

THERMAL INSULATING LINER - JACKET

The thermal liner shall be constructed of 6.8 oz. per square yard Safety Components **GLIDE ICE™** with **PBI® G2** or equal; two layers of 20%Pbi/80% DuPont™ Aramid aperture spunlace quilt stitched to a 60% Nomex® Filament/40% Nomex®/Lenzing spun yarn Face Cloth. An approximate 7 inch by 9-inch pocket, constructed of self material and lined with moisture barrier material, shall be affixed to the inside of the jacket thermal liner on the left side by means of a lock stitch. The thermal liner shall be attached to the moisture barrier and bound together by bias-cut Neoprene coated cotton/polyester around the perimeter. This provides superior abrasion resistance to the less expensive, less durable "stitch and turn" method. Further mention of "Thermal Liner" in this specification shall refer to this section.

☐ Comply ☐ Exception

MOISTURE BARRIER - JACKETS

The moisture barrier material shall be STEDFAST **"STEDAIR® GOLD"** or equal ePTFE moisture barrier is engineered using an 80% Nomex®/20% Pbi® pajama check substrate and BHA Technologies ePTFE membrane. The Stedair bicomponent ePTFE membrane is a combination of microporous and monolithic technologies. The moisture barrier material shall meet all moisture barrier

requirements of NFPA 1971 edition, which includes water penetration resistance, viral penetration resistance and common chemical penetration resistance. The moisture barrier shall be sewn to the thermal liner at the edges only and bound with bias-cut neoprene-coated cotton/polyester binding. Further mention of "Specified Moisture Barrier" in this specification shall refer to this section.

_____Comply

_____Exception

SEALED MOISTURE BARRIER SEAMS

All moisture barrier seams shall be sealed with a minimum 1-inch wide sealing tape. One side of the tape shall be coated with a heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive shall be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers for that purpose.

_____Comply

_____Exception

METHOD OF THERMAL LINER/MOISTURE BARRIER ATTACHMENT FOR JACKETS

The thermal liner and moisture barrier shall be completely removable from the jacket shell. Two strips of 5/8 inch wide FR hook and loop fastener tape shall secure the thermal liner/moisture barrier to the outer shell along the length of the neckline under the collar (see Collar section). The remainder of the thermal liner/moisture barrier shall be secured with snap fasteners appropriately spaced on each jacket facing and Are-Shield® snap fasteners at each shell sleeve end. There shall be one Ara-shield® snap tab in the liner in addition to snap fasteners to correspond with color coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed.

_____Comply

_____Exception

THERMAL PROTECTIVE PERFORMANCE

The assembled garment, consisting of an outer shell, moisture barrier, and thermal liner, shall exhibit a TPP (Thermal Protective Performance) rating of not less than 35.

_____Comply

_____Exception

STITCHING

The outer shell shall be assembled using stitch type #301, #401, #514 and #516. The thermal liners and moisture barriers shall be assembled using stitch type #301, #401, #504, #514, and #516. Major A outer shell structural seams, major B structural liner seams and shall have a minimum of 8 to 10 stitches per inch. All Major A seams shall be sewn with ball point needles only. All seams shall be continuously stitched only.

_____Comply

_____Exception

JACKET CONSTRUCTION

BODY

The body of the shell and AXTION® or equal liner system shall be constructed of three separate panels consisting of two front panels and one back panel. The body panels shall be shaped so as to provide a tailored fit thereby enhancing body movement and shall be joined together by double stitching with Nomex® thread. One-piece outer shells shall not be acceptable.

_____ Comply

_____ Exception

SIZING

The jacket length shall be measured from the juncture of the collar and back panels to the hem of the jacket and shall measure

27 inches in the front/31 inches long in the back. (women's)

29 inches in the front/33 inches long in the back. (standard)

32 inches in the front/36 inches long in the back.

35 inches in the front/39 inches long in the back.

The jacket shall be available in male and female patterns in even size chest measurements of two-inch increments and shall range from a small size of 30 to a large size of 68. Generalized sizing, such as small, medium, large, etc., will not be considered acceptable.

_____ Comply

_____ Exception

DRAG RESCUE DEVICE (DRD)

A Firefighter Drag Rescue Device (DRD) shall be installed in each jacket. The ends of a 1-inch wide strap, constructed of Kevlar®, shall be sewn together to form a continuous loop. The strap shall be installed in the jacket between the liner system and outer shell such that when properly installed will loop around each arm. The strap will be accessed through a portal between the shoulders on the upper back where it is secured in place by an FR strap. The DRD shall be removable for laundering. The access port shall be covered by an outside flap of shell material, designed to fit between the shoulder straps of an SCBA. The flap will have a NFPA-compliant 3M Scotchlite™ reflective logo patch sewn to the outside to clearly identify the feature as the DRD (Drag Rescue Device). The DRD shall not extend beyond the outside flap. This device provides a quickly deployed means of rescuing a downed firefighter. Flimsy, rope-style DRD straps will not be considered.

_____ Comply

_____ Exception

LINER ACCESS OPENING - JACKET

The liner system of the jacket shall incorporate an opening at the leading edges of the right front panel. This opening shall run a minimum of 11 inches for the purpose of inspecting the integrity of the jacket liner system. When installed into the outer shell the Liner Access Opening will be covered and protected by the overlap of the outer shell facing.

_____ Comply

_____ Exception

RETROREFLECTIVE FLUORESCENT TRIM

The retroreflective fluorescent trim shall be lime/yellow 3M Scotchlite™ COMFORT Trim (Heat applied segmented L/Y borders with silver center). Each jacket shall have an adequate amount of retroreflective fluorescent trim affixed to the outside of the outer shell to meet the requirements of NFPA 1971 and OSHA. The trim shall be in the following widths and shall be **NYC style**; 3 inch wide stripes - around the bottom of the jacket within approximately 1 inch of the hem, around the back and chest area approximately 3 inches below the armpit, around each sleeve below the elbow, around each sleeve above the elbow.

_____Comply

_____Exception

SEWN ON RETROREFLECTIVE LETTERING

Each jacket shall have 3" lime/yellow 3M Scotchlite™ lettering on Row_____reading: M F R D
Each jacket shall have an option for either 2 inch or 3-inch lime/yellow 3M Scotchlite™ lettering on a hanging letter patch reading: Firefighter Name

_____Comply

_____Exception

LETTER PATCH

Hanging Letter Patch

The Hanging letter patch shall be constructed of a double layer of outer shell material. The letter patch will attach to the rear inside hem of the jacket with a combination of snap fasteners and FR hook and loop fastener tape.

_____Comply

_____Exception

COLLAR & FREE HANGING THROAT TAB

The collar shall consist of a minimum four-layer construction and be of one-piece design. The outer layers shall consist of one layer of specified outer shell material on outside and a layer of PCA black Advance™ as standard on the inside and two layers of a moisture barrier. The rear inside ply of aramid pajama check shall be sewn to the collar's back layer of outer shell at the edges only. The forward inside ply of moisture barrier shall be sewn to the inside of the collar at the edges only. The multi-layered configuration shall provide protection from water and other hazardous elements. The collar shall be a minimum of 3 inches high and graded to size. The leading edges of the collar shall extend up evenly from the leading edges of the jacket front body panels so that no gap occurs at the throat area. The collar's back layers of outer shell and moisture barrier shall be joined to the body panels with two rows of stitching. The collar's front layers of moisture barrier and outer shell shall have a strip of 5/8 inch wide FR hook fastener tape stitched to the inside lower edge and running the full length of the collar. The inside strip of 5/8 inch wide FR hook fastener tape sewn to the underside of the collar shall engage a corresponding piece of FR loop fastener tape on the neck extension of the liner system. A self material fabric hanger loop shall be sewn at the top of collar.

The throat tab shall consist of a minimum 4-layer construction and it shall be of a scoop type design and constructed of two plies of outer shell material with two center plies of moisture barrier material. The throat tab shall measure not less than 3½ inches wide at the center tapering to approximately 2 inches at each end with a total length of approximately 9 inches. The throat tab will be attached to the right side of the collar by a 1 inch wide by 1½ inch long piece of Nomex® twill webbing. The throat tab shall be secured in the closed and stowed position with FR hook and loop fastener tape. The FR hook and loop fastener tape shall be oriented to prevent exposure to the environment when the throat tab is in the closed position. A 1½ inch by 3-inch piece of FR loop fastener tape shall be sewn horizontally to each end of the throat tab and a 1 inch by 3-inch piece of FR hook fastener tape shall be sewn horizontally to the throat tab. A corresponding piece of FR hook fastener tape measuring 1 inch by 3 inches shall be sewn horizontally to the leading outside edge of the collar on the left side, for attachment and adjustment when in the closed position and wearing a breathing apparatus mask. The collar closure strap shall fold in half for storage with the FR loop fastener tape engaging the FR hook fastener tape.

_____Comply

_____Exception

JACKET FRONT

The jacket shall incorporate separate facings to ensure there is no interruption in thermal or moisture protection in the front closure area. The facings shall measure approximately 3 inches wide, extend from collar to hem, and be double stitched to the underside of the outer shell at the leading edges of the front body panels. A breathable moisture barrier material shall be sewn to the jacket facings and configured such that it is sandwiched between the jacket facing and the inside of the respective body panel. The breathable film side shall face inward to protect it. There shall be wicking barrier constructed of a moisture barrier material installed on the front closure system on the left and right side directly below the front facings to ensure continuous protection and overlap. The wicking barrier shall extend no more than a maximum of ¾ inch beyond the inner facing and false facing shall be unacceptable. The thermal liner and moisture barrier assembly shall be attached to the jacket facings by means of snap fasteners.

_____Comply

_____Exception

STORM FLAP

A rectangular storm flap measuring approximately 3¼ inches (6 inches for hook and dee inside/FR hook and loop fastener tape outside closure; aka #7C) wide and a minimum of 21 inches long shall be centered over the left and right body panels to ensure there is no interruption in thermal or moisture protection in the front of the jacket. The outside storm flap shall be constructed of two plies of outer shell material with a center ply of breathable moisture barrier material. The outside storm flap shall be double stitched to the right-side body panel and shall be reinforced at the top and bottom with backtacks.

_____Comply

_____Exception

STORM FLAP AND JACKET FRONT CLOSURE SYSTEM

The jacket shall be closed by means of a 20-inch size #10 heavy duty high-temp smooth-gliding YKK Vislon® zipper on the jacket fronts and FR hook and loop fastener tape on the storm flap. The teeth of the zipper shall be mounted on black Nomex® tape and shall be sewn into the respective jacket fronts.

The storm flap shall close over the left and right jacket body panels and shall be secured with FR hook and loop fastener tape. A 1½ inch piece of FR loop fastener tape shall be installed along the leading edge of the storm flap on the underside with four rows of stitching. A corresponding 1½ inch piece of FR hook fastener tape shall be sewn with four rows of stitching to the front body panel and positioned to engage the loop fastener tape when the storm flap is closed over the front of the jacket.

_____Comply

_____Exception

SEMI-EXPANSION (BELLOWS) POCKETS

Each jacket front body panel shall have an 8-inch-wide by 8-inch-high semi-expansion pocket double stitched to it and shall be located to provide accessibility. The leading edge of the pockets shall be sewn flush with the jacket. The rear of the pockets shall expand to a depth of 2 inches. *The semi-expansion pocket shall be reinforced with a layer of Kevlar® approximately 5 inches up on the inside of the pocket.* Two rust resistant metal drain eyelets shall be installed in the bottom of each semi-expansion pocket to facilitate drainage of water. The pocket flaps shall be constructed of two layers of outer shell material and shall measure approximately 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The pocket flaps shall be angled with the front edge 1" shorter than the back edge, the upper pocket corners shall be reinforced with proven backtacks, and pocket flaps shall be reinforced with backtacks. The pocket flaps shall be closed by means of FR hook and loop fastener tape. Two pieces of 1½ inch by 3-inch FR hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1½ inch by 3-inch FR loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.

Additionally, a separate hand warmer pocket compartment will be provided under the expandable cargo pocket. This compartment will be accessed from the rear of the pocket and shall be lined with Nomex® fleece for warmth and comfort.

_____Comply

_____Exception

AXTION® SLEEVES

The sleeves shall be of two-piece construction and contoured, having an upper and a lower sleeve. Both the under and upper sleeve shall be graded in proportion to the chest size. For unrestricted movement, on the underside of each sleeve there shall be two outward facing pleats located on the front and back portion of the sleeve on the shell and thermal liner. On the moisture barrier, the system will consist of two darts, rather than pleats, to allow added length in the under sleeve. The moisture barrier darts will be seam sealed to assure liquid resistance integrity.

The pleats shall expand in response to upper arm movement and shall fold in on themselves when the arms are at rest. This expansion shall allow for greater multi-directional mobility and flexibility in the shoulder and arm areas, with little restriction or jacket rise. Neither stovepipe nor raglan-style sleeve designs will be considered acceptable.

_____Comply

_____Exception

SLEEVE CUFF REINFORCEMENTS

The sleeve cuffs shall be reinforced with black suede leather. The cuff reinforcements shall not be less than 2 inch in width and folded in half, approximately one half inside and one half outside the sleeve end for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the sleeve end; a single row of stitching shall be considered unacceptable. This independent cuff provides an

additional layer of protection as compared to a turned and stitched cuff. Jackets finished with a turned and stitched cuff do not provide the same level of abrasion resistance and will be considered unacceptable.

_____Comply

_____Exception

WRISTLETS / SLEEVE WELLS

Each jacket shall be equipped with **Nomex® hand and wrist guards** (over the hand) not less than 7 inches in length and of double thickness. A separate thumbhole with an approximate diameter of 2 inches shall be recessed approximately 1 inch from the leading edge. The color of the wristlets shall be grey. The wristlets shall be sewn to the end of the liner sleeves. Flame resistant neoprene coated cotton/polyester material shall be sewn to the inside of the sleeve shell approximately 5 inches from the sleeve end and extending toward the cuff forming the sleeve well. The neoprene sleeve well shall form a cuff end that shall be elasticized providing a snug fit at the wrist and covering the knit wristlet. This sleeve well configuration serves to prevent water and other hazardous elements from entering the sleeves when the arms are raised. The neoprene material shall also line the inside of the sleeve shell from the cuff to a point approximately 5 inches back, where it joins the sleeve well and is double stitched to the shell. Four Ara-shield® snap tabs will be sewn into the juncture of the sleeve well and wristlet. The tabs will be spaced equidistant from each other and shall be fitted with female snap fasteners to accommodate corresponding male snap tabs on the liner sleeves. One of the Ara-shield® snap tabs shall be a different color in the liner to correspond with color coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed. This configuration will ensure there is no interruption in protection between the sleeve liner and wristlet.

_____Comply

_____Exception

LINER SHOULDER THERMAL ENHANCEMENT

A minimum of one additional layer of thermal liner material shall be used to increase thermal insulation in the shoulder area of the liner system. This thermal enhancement layer shall drape over the top of each shoulder extending from the collar to the sleeve/shoulder seam, and 5 inches to the front, 2 inches to the back of the shoulder cap. The shoulder thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less area of coverage.

_____Comply

_____Exception

THERMAL FULL UPPER PADDING

An additional layer of **GLIDE™ ICE with PBI G2** thermal liner material shall be used to increase thermal insulation in the upper back, front, shoulders, and upper arm areas of the liner system. This thermal enhancement layer shall consist of five pieces, one on the upper back, one on the top of each shoulder extending down the front and one on each upper arm to provide greater CCHR protection in these high compression areas. The upper back, front, shoulder, and upper arm thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the

liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Thermal scraps shall not be substituted for full-cut fabric padding.

_____Comply

_____Exception

RADIO POCKET

Each jacket shall have a pocket designed for the storage of a portable radio. This pocket shall be of box type construction, double stitched to the jacket and shall have one drainage eyelet in the bottom of the pocket. The pocket flap shall be constructed of two layers of outer shell material measuring approximately 3 inches longer than the depth of the pocket and approximately ¼ inch wider than the pocket. The pocket flap shall be closed by means of FR hook and loop fastener tape. A 1½ inch by 3-inch piece of FR hook fastener tape shall be installed on the inside of the pocket flap beginning at the center of the bottom of the flap. A 1½ inch by 3-inch piece of FR loop fastener tape shall be installed horizontally on the outside of the pocket near the top center and positioned to engage the hook fastener tape. In addition, the entire inside of the pocket shall be lined with neoprene coated cotton/polyester material to ensure that the radio is protected from the elements. The impermeable barrier material shall also be sandwiched between the two layers of outer shell material in the pocket flap for added protection. The radio pocket shall measure approximately 3 inches deep by 2.5 inches wide by 7 inches high and shall be installed on the left chest.

_____Comply

_____Exception

NOTCHED RADIO POCKET FLAP

The radio pocket flap shall be notched to accommodate the radio antenna on the both sides for a dual antenna notch.

_____Comply

_____Exception

MICROPHONE STRAP

A strap shall be constructed to hold a microphone for a portable radio. It shall be sewn to the jacket at the ends only. The size of the microphone strap shall be 1-inch x 3 inches. The microphone strap shall be mounted high on the left chest near the collar, and a second strap placed high on the right chest near the collar. Both shall be constructed of double layer outer shell material.

_____Comply

_____Exception

FLASHLIGHT RETAINER STRAP

The jackets shall be equipped with a flashlight retainer strap. A double thickness strap of outer shell material measuring approximately 1 inch by 12 inches, shall be double stitched to the jacket in the middle of the strap. 1 inch by 4-inch flame resistant hook and loop fastener tape shall be attached to the loose ends of the strap so that they may be joined around the flashlight. There shall be two of the flashlight

retainer straps installed on the jacket. One flashlight retainer strap shall be located on the right chest. A second strap shall be located on the right chest, 4 inches below the mic strap.

_____Comply

_____Exception

PANT CONSTRUCTION

SIZING

In order to ensure that every member of the department can safely perform to the maximum of their ability without extra bulk and without restriction, Pants shall be available in all sizes and dimensions as follows:

Pants:

Gender: Gender specific Men's and Women's patterns

Waist: Even sizes

Body Shape: Men's Regular, Relaxed and Slim

Relaxed is a fuller cut in the hips and thighs, like relaxed jeans.

Slim is a slenderer cut in the hips and thigh, like straight fit jeans.

Women's

Inseam: Even sizes

Pants available in only one or two standard shapes will not be acceptable.

_____Comply

_____Exception

SEALED MOISTURE BARRIER SEAMS

All moisture barrier seams shall be sealed with a minimum 1-inch wide sealing tape. One side of the tape shall be coated with a heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive shall be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers for that purpose.

_____Comply

_____Exception

METHOD OF THERMAL LINER/MOISTURE BARRIER ATTACHMENT FOR PANTS

The thermal liner and moisture barrier shall be completely removable from the pant shell. Nine snap fasteners shall be spaced along the waistband to secure the thermal liner to the shell. The legs of the thermal liner/moisture barrier shall be secured to the shell by means of Ara-Shield® snap fasteners, 2 per leg. The Ara-shield® snap tabs on the shell shall be color coded to corresponding color coded snap tabs in the liner for ease of matching the liner system to the outer shell after inspection or cleaning is completed. There shall be no hook and loop used to close the liner access opening.

_____Comply

_____Exception

THERMAL PROTECTIVE PERFORMANCE

The assembled garment, consisting of an outer shell, moisture barrier and thermal liner, shall exhibit a TPP (Thermal Protective Performance) rating of not less than 35.

_____ Comply

_____ Exception

STITCHING

The outer shell shall be assembled using stitch type #301, #401, #514 and #516. The thermal liners and moisture barriers shall be assembled using stitch type #301, #401, #504, #514, and #516. Major A outer shell structural seams and major B structural liner seams, shall have a minimum of 8 to 10 stitches per inch. All major A seams shall be sewn with ball point needles only. All seams shall be continuously stitched only.

_____ Comply

_____ Exception

BODY

The body of the shell shall be constructed of four separate body panels consisting of two front panels and two back panels. The body panels shall be shaped to provide a tailored fit, thereby enhancing body movement and shall be joined together by double stitching with Nomex® thread. In addition to the four body panels, there shall be a seamless, one-piece crotch gusset. The one-piece gusset allows for less bulk, comfort and more freedom of movement in this high stress area. The body panels, seam lengths and crotch gusset shall be graded to size to assure accurate fit in a broad range of sizes.

The front body panels will be wider than the rear body panels to provide more fullness over the knee area. This is accomplished by rolling the side leg seams (inside and outside) to the rear of the pant leg beginning at the knee. The slight taper will prevent premature wear of the side seams by pushing them back and away from the primary high abrasion areas encountered on the sides of the lower legs.

_____ Comply

_____ Exception

CONTOURED SADDLE

The rise of the rear pant center back seam, including gusset, from the top back of the waistband to where it intersects the inside leg seams at the crotch shall exceed the rise at the front of the pant by approximately 8 inches. The longer rear center back seam provides added length in the seat for mobility without restriction when stepping up, kneeling, or crawling and maintains proper alignment of the knee, without twisting, directly over the kneepads when kneeling and crawling.

_____ Comply

_____ Exception

LINER ACCESS OPENING (PANT)

The thermal liner and moisture barrier layers of the pant liner system shall be constructed in such a way as to allow an access opening for interior inspection, service and replacement. The thermal liner and moisture barrier layers shall be stitched together for security and prevention of inadvertent use of one layer

without the other. The liner system shall have a reinforcement material sewn to the bottom of the fly opening. This reinforcement will serve to prevent the liner from tearing in that area from the constant donning and doffing of the pants.

The liner system of the pant shall incorporate an opening along the back of the waistline for ease in inspecting the inner layers and to facilitate performing the complete Liner Inspection. The thermal liner and moisture barrier shall be individually bound with a neoprene coated bias cut tape and joined on each of the front panels, along the waistband from the front fly opening to side seam. The back of the liner system will be allowed to remain open with two snaps on either side of the back seam to attach the moisture barrier layer to the thermal liner layer. As described previously, the pant thermal layer system snaps directly to the independent waistband by means of nine snap fasteners. There shall be no hook and loop used to close the liner access opening.

_____Comply _____Exception

RETROREFLECTIVE FLUORESCENT TRIM

The pants shall have a stripe of retroreflective fluorescent trim encircling each leg below the knee to comply with the requirements of NFPA #1971 in 3 inch lime/yellow 3M Scotchlite™ COMFORT Trim (Heat applied segmented L/Y borders with silver center). Bottom of trim band shall be located approximately 3" above cuff.

_____Comply _____Exception

ELASTICIZED WAISTBAND

The pant design facilitates the transfer of the weight of the pant to the hips instead of shoulders and suspenders. The two-rear outer-shell body panels, beginning at the pant side seams, shall incorporate an elasticized waist insert, running from the side seam towards the back of the trouser for an approximate distance of 4 inches. The rear elasticized waist inserts shall be integral to the shell of the pant and the elasticized portions shall be covered by the outer shell fabric of the pant.

The waist area of the pants shall be reinforced on the inside with a separate piece of black aramid outer shell material, cut on the bias (diagonally). The reinforcement shall be folded in half, for a finished bottom edge and shall have a finished width of not less than approximately 1½ inches. The top edge of the waistband reinforcement shall be double stitched to the outer shell at the top of the pants. The lower edge of the waistband shall be unattached to the shell to accept the thermal liner and moisture barrier. The top of the thermal liner and moisture barrier shall be secured to the underside of the waistband reinforcement by means of nine snaps, spaced equidistant along the length of the waistband reinforcement. Inserting the liner system between the waistband reinforcement and outer shell serves to reduce the possibility of liner detachment while donning and doffing. The independent waistband construction affords greater comfort and fit than a turned and stitched method. Pants that do not include an independent waistband or are not cut on the bias will not provide the same amount of stretch to the garment and shall be considered unacceptable.

_____Comply _____Exception

EXTERNAL / INTERNAL FLY FLAP

The pants will have a vertical outside fly flap constructed of two layers of outer shell material, with a layer of moisture barrier material sandwiched between. The fly flap shall be double stitched to the left front body panel and shall measure approximately 2 ¾ inches wide, with a length graded to size based on waist measurement and reinforced with bartacks at the base. An internal fly flap constructed of one layer of outer shell material, thermal liner and specified moisture barrier, measuring approximately 2 inches wide, with a length graded to size based on waist, shall be sewn to the leading edge of the right front body panel.

The underside of the outside fly flap shall have a 1½ inch wide piece of FR loop fastener tape quadruple stitched full length along the shell material only; stitching shall not penetrate the moisture barrier insert between the two shell fabric layers to insure greater thermal protection and reduced water penetration. A corresponding strip of 1½ inch wide piece of FR hook fastener tape shall be quadruple stitched to the outside right front body panel securing the fly in a closed position.

_____Comply _____Exception

CLOSURE

Full Black Belt with Wide Belt Loops

Each pant shall include an approximate 2-inch-wide belt constructed of aramid webbing material with an adjustable hi-temp thermoplastic Delrin buckle serving as the exterior primary positive locking closure. This buckle shall also provide a quick-release mechanism for donning and doffing. The pants shall be equipped with a series of black aramid material belt loops spaced around the waist to accommodate the aramid belt.

There shall be three large loops measuring approximately 4 inches high by 4 1/4 inches long and two smaller loops measuring approximately 1/2-inch-wide by 3 1/2 inches long. Two of the large belt loops shall be placed on each side of the front of the pant and third on the rear of the waist, centered over the rear seam. The two smaller loops shall be placed on the rear of the pant, behind the side seams.

_____Comply _____Exception

ARTICULATED KNEE

The outer shell of the pant legs shall be constructed with horizontal pleats in the knee area with corresponding darts in the liner. In order to provide increased freedom of movement and maximum flexibility, extra material is built into the knee area and this additional fullness is contained by stitching down the pleats on the inside of the shell. The knee reinforcement shall be installed proportionate to the pant inseam, in such a manner that it falls in an anatomically correct knee location.

The thermal liner shall be constructed with four darts per leg in the front of the knee. Two shall be located above the knee (one on each side) and two shall be located below the knee (one on each side). On the moisture barrier, the system shall consist of two darts, rather than pleats, to allow

added length in the under knee. The darts in the liner provide a natural bend at the knee. The darts in the liner work in conjunction with the expansion panels in the outer shell to increase freedom of movement when kneeling, crawling, climbing stairs or ladders, etc.

_____Comply _____Exception

OPTIONAL ESCAPE BELT

The pant shall have an integrated Escape Belt, which is independently certified as meeting the belt requirements of NFPA 1983, Standard on Life Safety Rope and Equipment for Emergency Services. The Escape belt shall be comprised of Kevlar® webbing with a hook and an adjustable D-ring closure, graded for the waist size of the pants. The hook and dee closure system of the Escape Belt also serves as the positive front closure for the pants, eliminating redundant closure systems.

_____Comply _____Exception

LINER KNEE THERMAL ENHANCEMENT

A minimum of one additional layer of specified thermal liner and one additional layer of moisture barrier material, measuring a minimum of 9 inches by 11 inches, shall be sewn to the knee area of the liner system for added CCHR protection and increased thermal insulation in this high compression area. The knee thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less area of coverage.

_____Comply _____Exception

CATHEDRAL KNEE REINFORCEMENTS

The knee area shall be reinforced with black suede leather. The cathedral shaped knee reinforcement shall be centered on the leg to ensure proper coverage when bending, kneeling and crawling. The knee reinforcements shall measure a minimum of approximately 7 inches wide by 12 inches high at the highest point and shall be double stitched to the outside of the outer shell in the knee area for greater strength and abrasion resistance. The articulated cathedral knee reinforcement shall be cut and stitched to the shell in such a way that there shall be an arch at the top of the reinforcement, tapering down the sides of the reinforcement with a squared off bottom. Knee reinforcements of a smaller size do not provide the same protective coverage and shall be considered unacceptable.

_____Comply _____Exception

PADDING UNDER KNEE REINFORCEMENTS

Padding for the knees shall be accomplished with one layer of **Silizone®** foam, sandwiched between the thermal liner and moisture barrier. The placement of Silizone® padding on the thermal versus the shell reduces bulk in the shell and serves to protect the padding from abrasion and other wear issues

that the outer shell is subject to. Pants with Silizone® knee padding on the shell as opposed to on the liner, do not provide the same level of bulk reduction and abrasion resistance and are not recommended.

_____Comply

_____Exception

EXPANSION (BELLOWS) POCKETS

An expansion pocket, measuring approximately 2 inches deep by 10 inches wide by 10 inches high shall be double stitched to the side of each leg straddling the out-seam above the knee and positioned to provide accessibility. *The left expansion pocket shall be reinforced with an additional layer of Kevlar twill material on the inside forming a full pouch. The right expansion pocket shall be reinforced with a Kevlar® twill material on the inside covering the full back of the pocket.* Two rust resistant metal drain eyelets shall be installed on the underside of each expansion pocket to facilitate drainage of water. The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and shall measure approximately 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The upper pocket corners shall be reinforced with proven backtacks and pocket flaps shall be reinforced with backtacks. The pocket flaps shall be closed by means of FR hook and loop fastener tape. Two pieces of 1½ inch by 3 inch FR hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1½ inch by 3 inch FR loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.

Pocket flaps shall have vertical 3 inch lime/yellow 3M Scotchlite™ COMFORT Trim (Heat applied segmented L/Y borders with silver center).

_____Comply

_____Exception

EXPANSION POCKET REINFORCEMENTS

The lower half of the expansion pockets shall be reinforced on the outside with black suede leather.

_____Comply

_____Exception

6 PACK TOOL COMPARTMENT FOR 2X10X10POCKETS

A tool pocket constructed of Kevlar® material and measuring approximately 8 inches high by 9 ½ inches wide will be installed on the inside of the right 2 inch by 10 inch by 10 inch pocket with double stitching. The front compartments shall measure approximately 6 ½ inches high and the rear compartments shall measure approximately 7 ½ inches high. Two separate rows of stitching will divide the tool pocket into six compartments, three in front and three in back. Each compartment shall measure a minimum of 2 ¾ inches wide and set side-by-side.

_____Comply

_____Exception

PANT CUFF REINFORCEMENTS

The cuff area of the pants shall be reinforced with black suede leather. The cuff reinforcement shall not be less than 2 inch in width and folded in half, approximately one half inside and one half outside the end of the legs for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the outer shell for a minimum of two rows of stitching. This independent cuff provides an additional layer of protection over a hemmed cuff. Pants that are turned and stitched at the cuff, as opposed to an independent cuff reinforcement, do not provide the same level of abrasion resistance and shall be considered unacceptable.

_____ Comply

_____ Exception

PADDED RIP-CORD SUSPENDERS & ATTACHMENT

On the inside waistband shall be attachments for the standard "H" style "Padded Rip-Cord" suspenders. There will be four attachments total – 2 front, 2 back. The suspender attachments shall be constructed of black Ara-Shield® material measuring approximately ½ inch wide by 3-inches long. They shall be sewn in a horizontal position on the ends only to form a loop. The appearance will be much like a horizontal belt loop to capture the suspender ends.

A pair of "H" style "Padded Rip-Cord" suspenders shall be specially configured for use with the pants. The main body of the suspenders shall be constructed of 2-inch-wide black webbing straps. The suspenders shall run over each shoulder to a point approximately shoulder blade high on the back, where they shall be joined by a 2-inch-wide horizontal piece of webbing measuring approximately 8-inches long, forming the "H". This shall prevent the suspenders from slipping off the shoulders. The shoulder area of the suspenders will be padded for comfort by fully encasing the webbing with aramid batting and wrap-around black aramid.

The rear ends of the suspenders will be sewn to 2-inch wide elasticized webbing extensions measuring approximately 8-inches in length and terminating with thermoplastic loops. The forward ends of the suspender straps shall be equipped with specially configured black powder coat non-slip metal slides with teeth. Through the metal slides will be the 9-inch lengths of strap webbing "Rip-Cords" terminating with thermoplastic loops on each end. Pulling on the "Rip-Cords" shall allow for quick adjustment of the suspenders.

Threaded through and attached to the thermoplastic loops on the forward and rear ends of the suspenders will be black aramid suspender attachments incorporating two snap fasteners. The aramid suspender attachments are to be threaded through the suspender attachment loops on the inside waistband of the pants. The aramid suspender attachments will then fold over and attach to themselves securing the suspender to the pants.

The suspenders shall have red/orange triple trim.

_____ Comply

_____ Exception

REVERSE BOOT CUT

The outer shell pant leg cuffs will be constructed such that the back of the leg is approximately 1 inch shorter than the front. The liner will also have a reverse boot cut at the rear of the cuff and a concave cut at the front to keep the liner from hanging below the shell. This construction feature will minimize the chance of premature wear of the cuffs and injuries due to falls as a result of "walking" on the pant cuffs. Pants that have "cut-outs" in the back panel rather than a contoured boot cut shall be considered unacceptable.

_____Comply

_____Exception

THIRD PARTY TESTING AND LISTING PROGRAM

All components used in the construction of these garments shall be tested for compliance to NFPA Standard #1971 by Underwriters Laboratories (UL). Underwriters Laboratories shall certify and list compliance to that standard. Such certification shall be denoted by the Underwriters Laboratories certification mark.

_____Comply

_____Exception

LABELS

Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the NFPA certification label shall include the following information.

Compliance to NFPA Standard #1971
Underwriters Laboratories classified mark
Manufacturer's name
Manufacturer's address
Manufacturer's garment identification
number Date of manufacture
Size

_____Comply

_____Exception

ISO CERTIFICATION / REGISTRATION

The protective clothing manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality. Indicate below whether the manufacturer is so certified and registered by checking either "Yes" or "No" in the space provided.

_____Comply

_____Exception

WARRANTY:

The manufacturer shall warrant these jackets and pants to be free from defects in materials and workmanship for their serviceable life when properly used and cared for.

_____Comply

_____Exception

HOOK AND LOOP SUPPORT PROGRAM

Support program shall cover hook or loop tape that has begun to fray or otherwise degrade from normal wear. This program shall remain in effect for a period of five years from the original date of manufacture of the garment. This support program shall cover the repair or replacement, without charge, of any hook and/or loop on the garments produced by the manufacturer providing the garments are otherwise serviceable.

This support program does NOT cover damage from fire, heat, chemicals, misuse, accident or negligence. Failure to properly care for garments will serve to void this support program.

_____Comply

_____Exception

SIZING BY VENDOR

Both male and female sizing samples shall be available.

Both male and female sizing samples shall be on hand for use when sizing. The vendor shall be available to perform all sizing requirements within 96 hours of written notice. Measuring with a tape measure is not acceptable.

_____Comply

_____Exception

GARMENT TRAINING AND SUPPORT

OSHA requires employees be trained on the capabilities and limitations of their Personal Protective Equipment. The selected vendor shall provide the following:

On-site care and maintenance training shall be provided by the manufacturer. Training shall be in compliance with NFPA 1851, current edition, at the conclusion of which each participant shall receive a certificate of completion.

An on-site OSHA mandated training class on the Knowing the Limits of Your PPE shall be provided at no charge. The training shall include structural firefighting coat, pant and boots.

_____Comply

_____Exception

BAR-CODE/RECORD KEEPING INTERFACE

A 1-dimensional barcode, in the interleaved 2 of 5 format shall be printed on the label of each separable layer of the garment.

This barcode shall represent the serial number of the garment. The manufacturer shall be able to provide

a detailed list of each asset of a drop-shipped order, and shall include the following:

- Brand
- Order Number
- Serial Number
- Style Number
- Color
- Description
- Chest/Waist Size
- Jacket/pant Length
- Sleeve Length
- Date of Manufacture
- Mark-For Data

This information shall be able to be imported into the manufacturers web-based system designed to facilitate the organization and tracking of assets in accordance with the cleaning and inspection requirements of OSHA and NFPA 1851.

_____Comply _____Exception

PPE RECORD KEEPING

The manufacturer shall make available and no-charge, a password protected data based backed website that does not care whose brand of PPE assets are being recorded. The website shall have the functionality to allow the manufacturer to import all of the pertinent data into the department's account so that the initial data entry by fire department personnel is eliminated.

The website shall allow for the department to use a barcode scanner, if desired, to scan the Interleaved 2 of 5 barcode found in the gear by going to the Search the Serial Number page in PPE record keeping program, and scanning the asset's barcoded serial number.

_____Comply _____Exception

COUNTRY OF ORIGIN

Jackets and Pants shall be manufactured in the United States.

_____Comply _____Exception

EXCEPTIONS TO SPECIFICATIONS

Any and all exceptions to the above specifications must be clearly stated for each heading. Use additional pages for exceptions, if necessary.



PURCHASING DEPARTMENT

Potential vendors are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the VENDOR to check for, download, and include with their PROPOSAL any and all ADDENDUMS that are issued for a specific REQUEST FOR PROPOSAL published by the City of Mobile. Failure to download and include ADDENDUMS in your PROPOSAL may cause your proposal to be rejected.

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

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

Any response that arrives improperly marked or with no proposal 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 vendor to insure that their response is delivered to and received in the Purchasing Department before the date and time of the opening.

Be sure to read the Terms and Conditions.

Be sure to sign your proposal!

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

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve the issuance of a purchase order to Sunbelt Fire Inc for 55 fire turnout coats and pants for MFRD.

General fund.

Amount of Contract:

\$148,775.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220127 Sunbelt Agenda Package POs	Cover Memo	1/27/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Mayhall, David	Approved	1/27/2022 - 2:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of: 1 Feb 2022 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: James Barber Executive Director

Routing Authorized: _____ Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Sunbelt Fire Inc

PURPOSE & SCOPE OF PROJECT:

Approve issuance of purchase order to Sunbelt Fire Inc for 55 fire turnout coats and 55 fire turnout pants for MFRD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$148,775.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: HGAC Cooperative purchasing agreement, not on state contract.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

(note, a recent bid award for these is under approval by Council, but this soon-to-be-increased cooperative purchasing price is less than the bid award. Bid will be used for future such purchases.)

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>5036</u>	2022	(1510) FIRE ADMNISTRATION	55 GLOBE EXCEL FIRE TURNOUT COATS; 55 GLOBE FIRE TURNOUT PANTS (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$148,775.00	(198904) <u>SUNBELT FIRE INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005036-00 FY 2022 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910514396 Status: Approved
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Page 1

Vendor
 SUNBELT FIRE INC
 8050 MCGOWIN DRIVE

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

FAIRHOPE, AL 36532

Tel#251-928-9917
 Fax 251-928-9933

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/26/22	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER HGAC CONTRACT NUMBER EE08-19 FIRE COAT SHORT LENGTH, MFD/NFPA SPECS, CROSSTECH MOISTURE BARRIER, TRI COLOR FDNY REFLECTIVE TRIM. RADIO POCKET LEFT CHEST, MFRD ON BACK, HUNG LETTER PATCH, COLORS AS STATED. VENDOR TO PROVIDE GLOBE G-XCEL. Vendor Item Inventory Item/Loc 4267	28.00 EACH	1491.00000	41748.00
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1	1000.30.15.1510.1522.1510.0000.0000.44020.			41748.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

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

002	FIRE TURNOUT/BUNKER PANT, HIGH	28.00	1214.00000	33992.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005036-00 FY 2022 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910514396 Status: Approved	Page 2
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Vendor SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/26/22	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty EACH	Unit Price	Net Price
1	WAIST, MFD/NFPA SPECS, TRI COLOR REFLECTIVE FDNY TRIM. TO BE FURNISHED WITH PADDED RIPCORDER ADJUSTMENT "H" STYLE SUSPENDERS. VENDOR TO PROVIDE GLOBE G-GPS. Vendor Item Inventory Item/Loc 4268 1000.30.15.1510.1522.1510.0000.0000.44020.			33992.00
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607				
003	FIRE COAT SHORT LENGTH, MFD/NFPA SPECS, CROSSTECH MOISTURE BARRIER, TRI COLOR FDNY REFLECTIVE TRIM. RADIO POCKET LEFT CHEST, MFRD ON BACK, HUNG LETTER PATCH, COLORS AS STATED. VENDOR TO PROVIDE GLOBE G-XCEL. Vendor Item	27.00 EACH	1491.00000	40257.00

=====	=====
Bill To	Requisition 00005036-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910514396
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
=====	=====

Vendor
SUNBELT FIRE INC
8050 MCGOWIN DRIVE

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

FAIRHOPE, AL 36532

MOBILE, AL 36607

Tel#251-928-9917
Fax 251-928-9933

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
01/26/22	198904				FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	Inventory Item/Loc 4267			

1	6120.70.15.0000.0000.1510.0000.0000.44020.			40257.00
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

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

004	FIRE TURNOUT/BUNKER PANT, HIGH WAIST, MFD/NFPA SPECS, TRI COLOR REFLECTIVE FDNY TRIM. TO BE FURNISHED WITH PADDED RIPCORD ADJUSTMENT "H" STYLE SUSPENDERS. VENDOR TO PROVIDE GLOBE G-GPS.	27.00 EACH	1214.00000	32778.00
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Vendor Item
Inventory Item/Loc 4268

1	6120.70.15.0000.0000.1510.0000.0000.44020.			32778.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005036-00 FY 2022 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910514396 Status: Approved	Page 4
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Vendor SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/26/22	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 148775.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.44020.	75740.00	5148029.93
FIRE SUPPRESSION DIV EXP OPERATING SUPPLIES		
6120.70.15.0000.0000.1510.0000.0000.44020.	73035.00	5148029.93
EMERGENCY MEDICAL SVCS EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Rejected	01/25/22	DONNA MICHELE STANLEY	per requisitioner
Forward	01/25/22	JOHN PAINE	d
Forward	01/25/22	JOHN PAINE	d
Rejected	01/26/22	DONNA MICHELE STANLEY	per jason

=====	=====
Bill To	Requisition 00005036-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910514396
vendorinvoices@cityofmobile.org	Status: Approved
	Page 5
=====	=====

Vendor
SUNBELT FIRE INC
8050 MCGOWIN DRIVE

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

FAIRHOPE, AL 36532

Tel#251-928-9917
Fax 251-928-9933

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
01/26/22	198904				FIRE ADMINISTRATION
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
Approved	01/26/22 DONNA MICHELE STANLEY			
Approved	01/26/22 DONALD ROSE	Auto approved by: 910514396		
Approved	01/26/22 SANDRA LEWIS	Auto approved by: 910514396		
Approved	01/26/22 JOHN PAINE	Auto approved by: 910514396		
Approved	01/26/22 DONNA MICHELE STANLEY	Auto approved by: 910514396		
Approved	01/26/22 JAMES NEESE JR	Auto approved by: 910514396		
Approved	01/26/22 JOHN PAINE	Auto approved by: 910514396		

Authorized By: _____ Date: _____
Signature

Product Information

Product Description

Globe G-Xcel 2019

Manufacturer

Globe

Product Code

EE19LFG

Contract

EE08-19 Emergency Medical & Rescue Equipment

Contract Category

Emergency Equipment & Supplies

Discount

25

Price Unit

EA

Keyword(s)

Bunker/Wildland Rescue Gear

View Catalog (/media/hgacbuy/catalogs/EE08-19/Casco-Industries.zip)

Vendors Offering This Product

Air One Equipment, Inc.

Martin Svihra

msvihra@aoe.net (mailto:msvihra@aoe.net)

Phone: 847-289-9000

Fax: 847-289-9001

Allsource Enterprise LLC dba Safe Industries

Randy Porter

randy@safeindustries.com (mailto:randy@safeindustries.com)

Phone: 864-920-0120

Fax: 864-845-7176

Casco Industries, Inc.

David Stewart

david@cascoindustries.com (mailto:david@cascoindustries.com)

Phone: 800-551-8787

Fax: 253-681-7877

MacQueen Equipment, LLC. dba MacQueen Emergency Group

Andy Branscum

andy.branscum@macqueengroup.com (mailto:andy.branscum@macqueengroup.com)

Phone: 636-239-3867

Fax: 636-239-7830

MacQueen Equipment, LLC. dba MacQueen Emergency Group

Kevin Kreuger

kevin.kreuger@macqueengroup.com (mailto:kevin.kreuger@macqueengroup.com)

Phone: 651-464-1010

Fax: 651-404-1011

MacQueen Equipment, LLC. dba MacQueen Emergency Group

Mike Purdy

mike.purdy@macqueengroup.com (mailto:mike.purdy@macqueengroup.com)

Phone: 651-523-1187

Fax: 651-645-6668

MacQueen Equipment, LLC. dba MacQueen Emergency Group

Dale Trettel

dale.trettel@macqueengroup.com (mailto:dale.trettel@macqueengroup.com)

Phone: 612-710-4068

Fax: 651-645-6668

Sunbelt Fire, Inc.

Kent Bradley

kbradley@sunbeltfire.com (mailto:kbradley@sunbeltfire.com)

Phone: 800-642-8484

Fax: 251-928-9933

Sunbelt Fire, Inc.

Donald M. Rhodes

drhodes@sunbeltfire.com (mailto:drhodes@sunbeltfire.com)

Phone: 251-929-9563

Fax: 251-928-9933

Witmer Public Safety Group

Jeff Trego
jtrego@wpsginc.com (mailto:jtrego@wpsginc.com)
Phone: 610-857-8070
Fax: 888-335-9800

Contact HGACBuy

Veronica Johnson
veronica.johnson@h-gac.com (mailto:veronica.johnson@h-gac.com)
Phone: 713-993-2446
Fax: 713-993-4548

[Return to Products & Services \(/products-and-services\)](/products-and-services)

[View This Contract \(/products-and-services/view-contract?contractid=82\)](/products-and-services/view-contract?contractid=82)

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



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

Rachel Laurie Riddle
Chief Examiner

November 5, 2021

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from H-GAC related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282.

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

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

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

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

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

Sincerely,


Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

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

General fund.

Amount of Contract:

Total of all is \$67,770.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220126 Agenda Package Wave Fuel POs	Cover Memo	1/26/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Mayhall, David	Approved	1/27/2022 - 2:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>4943</u>	2022	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	\$22,590.00	<u>(279229) PETROLEUM TRADERS CORPORATION</u>
<u>4945</u>	2022	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	\$22,590.00	<u>(279229) PETROLEUM TRADERS CORPORATION</u>
<u>4947</u>	2022	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	\$22,590.00	<u>(279229) PETROLEUM TRADERS CORPORATION</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004943-00 FY 2022 Acct No: 6060.70.00.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/24/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

AL. STATE CONTRACT #T104.				
001	DIESEL #2 ULTRA LOW SULFUR, OPIS	7530.00	3.00000	22590.00
	PRICE.	GALLON		
	Vendor Item			
	Inventory Item/Loc 5295			
1	6060.70.00.0000.0000.0000.0000.45020.			22590.00
Ship To				
WAVE TRANSIT				
1224 WEST I-65 ROAD SOUTH				
MOBILE, AL 36609				
Delivery Reference				
CHANEL GULLETT				
Deliver To				
WAVE TRANSIT				
1224 WEST I-65 ROAD SOUTH				
MOBILE, AL 36609				
002	MARGIN PRICE	7530.00	0.00000	0.00
		EACH		
	Vendor Item			
	Inventory Item/Loc 7982			
1	6060.70.00.0000.0000.0000.0000.45020.			.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004943-00 FY 2022 Acct No: 6060.70.00.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/24/22	279229				WAVE TRANSIT SYSTEM

LN Description / Account	Qty	Unit Price	Net Price
Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609			

Requisition Link

Requisition Total 22590.00

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.45020.		
WAVE TRANSIT SYSTEM EXP	22590.00	
FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Cancelled	01/25/22	JAMES NEESE JR	GL Allocation changed
Forward	01/24/22	JOHN PAINE	J
Approved	01/25/22	DONNA MICHELE STANLEY	Approved by: 9105neej
Approved	01/25/22	DONALD ROSE	Auto approved by: 910514396
Approved	01/25/22	SANDRA LEWIS	Auto approved by: 910514396
Approved	01/25/22	JOHN PAINE	Auto approved by: 910514396

=====	=====
Bill To	Requisition 00004943-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
=====	=====

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

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

Ship To
 WAVE TRANSIT
 1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609
 CGULLETT@CITYOFMOBILE.ORG

Delivery Reference
 CHANEL GULLETT

Deliver To
 WAVE TRANSIT
 1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
01/24/22	279229				WAVE TRANSIT SYSTEM
-----	-----	-----	-----	-----	-----

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004945-00 FY 2022 Acct No: 6060.70.00.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/24/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

AL. STATE CONTRACT #T104.				
001	DIESEL #2 ULTRA LOW SULFUR, OPIS	7530.00	3.00000	22590.00
	PRICE.	GALLON		
	Vendor Item			
	Inventory Item/Loc 5295			
1	6060.70.00.0000.0000.0000.0000.45020.			22590.00
Ship To				
WAVE TRANSIT				
1224 WEST I-65 ROAD SOUTH				
MOBILE, AL 36609				
Delivery Reference				
CHANEL GULLETT				
Deliver To				
WAVE TRANSIT				
1224 WEST I-65 ROAD SOUTH				
MOBILE, AL 36609				
002	MARGIN PRICE	7530.00	0.00000	0.00
		EACH		
	Vendor Item			
	Inventory Item/Loc 7982			
1	6060.70.00.0000.0000.0000.0000.45020.			.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004945-00 FY 2022 Acct No: 6060.70.00.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/24/22	279229				WAVE TRANSIT SYSTEM

LN Description / Account	Qty	Unit Price	Net Price
Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609			

Requisition Link

Requisition Total 22590.00

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.45020.		
WAVE TRANSIT SYSTEM EXP	22590.00	
FUEL & LUBRICANTS		

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

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Approved	01/25/22	SANDRA LEWIS	Auto approved by: 910514396
Approved	01/25/22	JOHN PAINE	Auto approved by: 910514396

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004945-00 FY 2022 Acct No: 6060.70.00.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved
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Page 3

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

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

Ship To
 WAVE TRANSIT
 1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609
 CGULLETT@CITYOFMOBILE.ORG

Delivery Reference
 CHANEL GULLETT

Deliver To
 WAVE TRANSIT
 1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/24/22	279229				WAVE TRANSIT SYSTEM

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004947-00 FY 2022 Acct No: 6060.70.00.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/24/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
AL. STATE CONTRACT #T104.				
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7530.00	3.00000	22590.00
	Vendor Item	GALLON		
	Inventory Item/Loc 5295			
1	6060.70.00.0000.0000.0000.0000.45020.			22590.00
Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609				
002	MARGIN PRICE	7530.00	0.00000	0.00
	Vendor Item	EACH		
	Inventory Item/Loc 7982			
1	6060.70.00.0000.0000.0000.0000.45020.			.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004947-00 FY 2022 Acct No: 6060.70.00.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/24/22	279229				WAVE TRANSIT SYSTEM

LN Description / Account	Qty	Unit Price	Net Price
Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609			

[Requisition Link](#)

Requisition Total 22590.00

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.45020.		
WAVE TRANSIT SYSTEM EXP	22590.00	
FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	01/25/22	JAMES NEESE JR	Requisition item added changed
Forward	01/24/22	JOHN PAINE	J
Approved	01/25/22	DONNA MICHELE STANLEY	Approved by: 9105neej
Approved	01/25/22	DONALD ROSE	Auto approved by: 910514396
Approved	01/25/22	SANDRA LEWIS	Auto approved by: 910514396
Approved	01/25/22	JOHN PAINE	Auto approved by: 910514396



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 180000000002

NOT TO EXCEED AMOUNT:

Begin Date: 10/01/2017

Procurement Folder: 368619

Expiration Date: 09/30/2022

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 08/03/21

Version Number: 6

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

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CONTRACT DESCRIPTION

GASOLINE & DIESEL FUEL

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000046401: Petroleum Traders Corp

PO Box 2357

Fort Wayne IN 46801-2357

Contact:

Gayle Newton

2604326622

Gnewton@Petroleumtraders.Com

COMMODITY / SERVICE INFORMATION

MARSHALL, GASOLINE, 8,200 > GALLONS
 MARSHALL, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0071 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0071).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
83	0	GAL	\$0.013000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 MARSHALL, DIESEL, 7,500 > GALLONS
 MARSHALL, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
84	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 MOBILE, DIESEL, 7,500 > GALLONS
 MOBILE, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS
 Vendor Must Deduct \$0.0099 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0099).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
85	0	GAL	\$0.027600	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 MONROE, DIESEL, 7,500 > GALLONS
 MONROE, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
86	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 MONTGOMERY, GASOLINE, 8,200 > GALLONS
 MONTGOMERY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0129 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0129).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
87	0	GAL	\$0.000600	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 MONTGOMERY, DIESEL, 7,500 > GALLONS
 MONTGOMERY, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
88	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 MORGAN, GASOLINE, 8,200 > GALLONS
 MORGAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0054 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0054).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
89	0	GAL	\$0.015900	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 MORGAN, DIESEL, 7,500 > GALLONS
 MORGAN, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
90	0	GAL	\$0.002000	\$0.00			\$0.00	\$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
 PERRY, GASOLINE, 8,200 > GALLONS
 PERRY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
91	0	GAL	\$0.030800	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 PERRY, DIESEL, 7,500 > GALLONS
 PERRY, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
92	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 PICKENS, GASOLINE, 8,200 > GALLONS
 PICKENS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0008 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0008).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
93	0	GAL	\$0.027200	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 PICKENS, DIESEL, 7,500 > GALLONS
 PICKENS, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
94	0	GAL	\$0.000700	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 PIKE, GASOLINE, 8,200 > GALLONS
 PIKE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
95	0	GAL	\$0.016000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 PIKE, DIESEL, 7,500 > GALLONS
 PIKE, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
96	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 RANDOLPH, GASOLINE, 8,200 > GALLONS
 RANDOLPH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0035 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0035).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
97	0	GAL	\$0.017500	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 RANDOLPH, DIESEL, 7,500 > GALLONS
 RANDOLPH, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
98	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 ST. CLAIR, GASOLINE, 8,200 > GALLONS

COMMODITY / SERVICE INFORMATION

ST. CLAIR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Vendor Must Deduct \$0.0206 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0206).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
99	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

ST. CLAIR, DIESEL, 7,500 > GALLONS

ST. CLAIR, DIESEL FUEL CLEAR OR DYED:

7,500 > GALLONS

Vendor Must Deduct \$0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
100	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive

SHELBY, GASOLINE, 8,200 > GALLONS

SHELBY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Vendor Must Deduct \$0.0252 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0252).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
101	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

SHELBY, DIESEL, 7,500 > GALLONS

SHELBY, DIESEL FUEL CLEAR OR DYED:

7,500 > GALLONS

Vendor Must Deduct \$0.0058 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0058).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
102	0	GAL	\$0.019300	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive

SUMTER, GASOLINE, 8,200 > GALLONS

SUMTER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
103	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

SUMTER, DIESEL, 7,500 > GALLONS

SUMTER, DIESEL FUEL CLEAR OR DYED:

7,500 > GALLONS

Vendor Must Deduct \$0.0013 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0013).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
104	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive

TALLADEGA, GASOLINE, 8,200 > GALLONS

TALLADEGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Vendor Must Deduct \$0.0156 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0156).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
105	0	GAL	\$0.004400	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

TALLADEGA, DIESEL, 7,500 > GALLONS

TALLADEGA, DIESEL FUEL CLEAR OR DYED:

7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
106	0	GAL	\$0.005000	\$0.00			\$0.00	\$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
 TALLAPOOSA, GASOLINE, 8,200 > GALLONS
 TALLAPOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
107	0	GAL	\$0.020600	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 TALLAPOOSA, DIESEL, 7,500 > GALLONS
 TALLAPOOSA, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
108	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 TUSCALOOSA, GASOLINE, 8,200 > GALLONS
 TUSCALOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0152 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0152).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
109	0	GAL	\$0.011300	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 TUSCALOOSA, DIESEL, 7,500 > GALLONS
 TUSCALOOSA, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
110	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 WALKER, GASOLINE, 8,200 > GALLONS
 WALKER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0213 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0213).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
111	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 WALKER, DIESEL, 7,500 > GALLONS
 WALKER, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS
 Vendor Must Deduct \$0.0021 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0021).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
112	0	GAL	\$0.013100	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 WASHINGTON, DIESEL, 7,500 > GALLONS
 WASHINGTON, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
113	0	GAL	\$0.014600	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 WILCOX, GASOLINE, 8,200 > GALLONS
 WILCOX, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
114	0	GAL	\$0.032000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

COMMODITY / SERVICE INFORMATION

WILCOX, DIESEL, 7,500 > GALLONS
 WILCOX, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
115	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 WINSTON, GASOLINE, 8,200 > GALLONS
 WINSTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.014 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.014).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
116	0	GAL	\$0.006500	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 WINSTON, DIESEL, 7,500 > GALLONS
 WINSTON, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
117	0		\$0.000000	\$0.00			\$0.00	\$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
 FUEL PRICING, GASOLINE & DIESEL FUEL
 FUEL PRICING, GASOLINE AND DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
118	0		\$0.000000	\$0.00			\$0.00	\$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
 TAXES / FEES FEDERAL/STATE/LOCAL
 TAXES / FEES, FEDERAL/STATE/LOCAL REQUIRED

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

	Document Phase	Document Description	Page 17
180000000002	Final	GASOLINE & DIESEL FUEL	Total Pages: 23

Authority:

The Department of Finance Code of Administrative procedure, Chapter 355-4-1 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 qualifications, 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)

	Document Phase	Document Description	Page 18
1800000000002	Final	GASOLINE & DIESEL FUEL	Total Pages: 23

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.”

	Document Phase	Document Description	Page 19
180000000002	Final	GASOLINE & DIESEL FUEL	Total Pages: 23

Ordering Process:

Purchases for State Agencies will be made by Direct Orders showing specific shipping information. Cities, Counties, School Systems and other political subdivisions will be responsible for issuing their own Direct Orders directly to the vendor.

******* Important Agency Instructions *******

Agencies should set up one DO per FY with a valid period from DO date thru end of current FY. Each DO should have the fuel line(s), and at least 1 "fuel report" line and at least 1 "tax" line.

Agencies are to fax orders to the vendor and reference the DO number. Orders should not be placed verbally, due to communication errors.

Agencies must be careful of placing an order too large for their tank, as this results in an undue expense for the Vendor. Repeated offenses may result in penalties being added to future contracts to cover this cost.

Agencies must read this contract carefully and be sure to order the fuel from the Contract Vendor who holds the line for the fuel needed.

Agencies who wish to have Specifications, Samples, Protocols, or Analysis Reports from a Contract Vendor must contact State Purchasing to request the information.

Specifications:

Gasoline may contain a maximum of 10% Ethanol.

All gasolines must meet the following minimum Octane Ratings -

Unleaded gas: 87 Octane minimum

Mid-range gas: 89 Octane minimum

Premium gas: 91 Octane minimum

Clear and Dyed (off-road) Diesel:

Unless an agency specifically requests Dyed (off-road) Diesel, Vendors must deliver clear Diesel, charge the appropriate price from the Fuel Report for Clear Diesel, and charge applicable taxes/fees (which the inspection fee is exempt).

If an Agency specifically requests dyed (off-road) Diesel, Vendors must deliver Dyed (off-road) Diesel, charge the appropriate price from the Fuel Report, and charge applicable taxes/fees (which does include an inspection fee).

Fuel report:

Unit prices only include "Margin over OPIS". A fuel report will be prepared by State Purchasing based off the "Rack AVG" pricing for the Montgomery Alabama location from the daily reports (M-F)* that State Purchasing subscribes to from OPIS.

*Excludes State and Federal Holidays.

Awarded vendors must register with State Purchasing to receive this report and must use these figures when invoicing Agencies purchasing fuel from this contract.

Vendors and Agencies purchasing fuel from this contract may email Terri Cole to receive the report: terri.cole@purchasing.alabama.gov

In the event fuel is delivered on a weekend or holiday (day that the fuel report is not done), Vendors may charge the higher of the report from the day before or the day after.

******* Source of Fuel Report figures *******

	Document Phase	Document Description	Page 20
180000000002	Final	GASOLINE & DIESEL FUEL	Total Pages: 23

"OPIS Gross Clear" for < 10% ethanol regular, mid-range, and premium gasoline

"OPIS Gross CBOB Ethanol (10%)" for 10% Ethanol regular, mid-range, and premium gasoline

"OPIS Gross Ultra low sulfur distillate prices" for Clear Diesel

"OPIS Gross Ultra Low sulfur red dye distillate prices" for Red-Dyed Diesel

Quantity:

The exact quantity of fuel to be purchased is unknown and the State of Alabama does not guarantee any certain quantity to be purchased.

Minimums will apply as shown on each line (i.e. <1,000 gallons, 1,000 gallons - 8,199 gallons or 7,500 gallons or >, etc).

Specifications, Samples, Protocols, Analysis Reports:

Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the State. Information, if requested, must be supplied within 10 business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to Award or during the Contract.

Analysis reports must be performed by an independent laboratory of the State's choosing.

Failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in Bid Rejection or Contract Cancellation.

Bad Fuel:

If substantial proof is received that delivered fuel was not good (i.e. contained materials damaging to fuel tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in Contract Cancellation and possible Debarment on future bids by a time period determined by the State Purchasing Director.

Pricing:

Purchases from this Contract will be paid at the Contract unit price per gallon + the fuel report price per gallon (based on delivery date) + all applicable taxes/fees, as per federal, state, and local laws.

Delivery time frame:

Fuel must be delivered within 48 hours after order is placed by the Agency. Delivery time frame extensions will be dealt with on a case by case basis, provided the Vendor notifies State Purchasing and/or the Agency, in writing, of the problem and the anticipated delivery date. All late deliveries must be approved, in writing, by State Purchasing and/or the Agency.

Delivery Slip:

Vendors must provide agencies with a Delivery Slip showing the date of delivery, as well as the product and number of gallons delivered.

Invoices must match the bottom line total and not show any charges that are not shown on the contract.

Credit application or other forms:

Vendors may not require Agencies to complete credit application or other forms in order to receive fuel. "Fuel certificates of State or Local government use of diesel fuel and gasoline" may be sent to the Buyer for completion.

Taxes/Fees:

	Document Phase	Document Description	Page 21
1800000000002	Final	GASOLINE & DIESEL FUEL	Total Pages: 23

Awarded Vendors are responsible to notify State Purchasing of all applicable Federal/State/Local taxes/fees that Agencies purchasing from this contract will be responsible to pay, as well as to notify State Purchasing if/when taxes/fees change. Any changes to taxes/fees must be supported by official documentation of reason for change

	Document Phase	Document Description	Page 22
1800000000002	Final	GASOLINE & DIESEL FUEL	Total Pages: 23

TERMS AND CONDITIONS FOR ALABAMA FUEL CONTRACT

Purpose:

This is a statewide contract for delivery of regular and diesel fuel, tank wagon and transport delivery to fuel tanks. Wet hosing or other types of delivery (i.e. delivery to generators or vehicles) is not included in this contract.

Pricing may be available to other local government entities, such as cities, counties, schools, universities, etc.

Assignment of contract:

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing director.

Contract period:

Establish a 12 month contract with an option to extend for a Second, Third, Fourth and Fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth and 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.

The contract will begin October 1, 2017, or upon award if award is after October 1, and will end September 30, 2018 to run concurrently with the current contracts.

Non-appropriation of funds:

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

Proration:

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

	Document Phase	Document Description	Page 23
180000000002	Final	GASOLINE & DIESEL FUEL	Total Pages: 23

Current Taxes/fees, federal/state/local required gasoline and diesel fuel (T104):

.....	Gasoline.....	Diesel
AL Excise.....	0.1800.....	\$0.1900*
AL Inspection.....	\$0.0200.....	Exempt
.....		or \$0.0200**
Federal Oil Spill.....	\$0.0019.....	\$0.00214
Liability		
Federal Lust.....	\$0.0010.....	\$0.0010
AL Import Fee.....	N/A.....	\$0.0075

*AL Excise Tax on diesel is for clear diesel only – not dyed
** State agencies are exempt for the inspection fee on clear diesel.
Other gov’t agencies pay \$0.02 per gallon. State agencies and
Other gov’t agencies pay \$0.02 per gallon on dyed diesel.
***County and city taxes to be paid as applicable.



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Toter LLC for garbage carts, lids, and hinges.

General fund.

Amount of Contract:

\$128,818.27

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220127 Toter Agenda Package POs	Cover Memo	1/27/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Mayhall, David	Approved	1/27/2022 - 2:34 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>4541</u>	2022	(2090A) TRASH COLLECTION	624 96GAL TRASH CONTAINERS, 4000 TRASH CONTAINER LIDS, 10,000 HINGES (OMNIA/NATIONAL IPA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$128,818.27	<u>(205975) TOTER LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004541-00 FY 2022 Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Approved	Page 1
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Vendor TOTER LLC P O BOX 5338 STATESVILLE, NC 28687 Tel#704-872-8171 Fax 704-878-0734	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605
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Deliver To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/25/22	205975				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

TOTER QUOTE WQ-10217682

PRICING AND PRODUCT OFFERINGS IS BASED ON THE OMNIA PARTNERS, PUBLIC SECTOR (SUBSIDIARIES NATIONAL IPA AND U.S. COMMUNITIES) AGREEMENT THROUGH TOTER'S CONTRACT NO. 171717 AS AWARDED BY THE CITY OF TUCSON ON 02-01-2018. PER THE TERMS OF THIS CONTRACT, PRICING AND PRODUCTS ARE EVALUATED EVERY THREE (3) MONTHS FOR PRICE ADJUSTMENTS BASED ON CURRENT MARKET CONDITIONS, AT ANY TIME WITHOUT PRIOR NOTICE, AND AFTER CITY OF TUCSON APPROVAL. THE CURRENT PRICING IS EFFECTIVE 11-1-2021 THROUGH 1-31-2022.

002	TRASH CONTAINER LID TOTER 96 GALLON GEN II LID, MODEL B99796, LID COLOR - (200) BLACK, TOTER GEN II LID #B99796-NIPA.	4000.00 EACH	19.34000	77360.00
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Additional Description Notes

Lid color - (200) Black
Vendor Item
Inventory Item/Loc 18064

1	1000.40.20.2070.2090.2070.0000.0000.44020.			77360.00
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MOBILE, AL 36605

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004541-00 FY 2022 Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Approved	Page 2
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Vendor
 TOTER LLC
 P O BOX 5338

 STATESVILLE, NC 28687

 Tel#704-872-8171
 Fax 704-878-0734

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01/25/22	205975				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			

003	TRASH CONTAINER, STRAP CLAW HINGE FOR LID TOTER MODEL 5197-00-0000. Vendor Item Inventory Item/Loc 18063	10000.00 EACH	0.23000	2300.00
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1	1000.40.20.2070.2090.2070.0000.0000.44020.			2300.00
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 MOBILE, AL 36605

Deliver To
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 BEFORE 2:30 PM
 MOBILE, AL 36605

004	M5 X22 TORX WASHER HEAD PT SCRE, BLACK ZINC	18000.00 EACH	0.04000	720.00
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1	1000.40.20.2070.2090.2070.0000.0000.44020.			720.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004541-00 FY 2022 Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Approved
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Page 3

Vendor
 TOTER LLC
 P O BOX 5338

 STATESVILLE, NC 28687

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 BEFORE 2:30 PM
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/25/22	1205975				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Deliver To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			
005	FREIGHT	1.00 EACH	9095.07000	9095.07
	Vendor Item Inventory Item/Loc 14009			
1	1000.40.20.2070.2090.2070.0000.0000.44020.			9095.07
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Deliver To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004541-00 FY 2022 Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Approved	Page 4
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/25/22	1205975				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
006	TRASH CONTAINER, 96 GALLON, NESTABLE, BODY COLOR - (249) SANDSTONE, LID COLOR - (200) BLACK, BODY HOT STAMP ON BOTH SIDES (EXISTING) IN WHITE WITH CITY LOGO, WHEELS - 10 INCH SUNBURST, CUSTOMER SERIAL NUMBER HOT STAMPED ON FRONT OF CART BODY IN WHITE, 2/3 ASSEMBLED WITH LID (DOWN), STOP BAR AND AXLE FACTORY INSTALLED WARRANTY - 12 YEARS CART BODY, ALL OTHER COMPONENTS 10 YEARS, TOTER MODEL 79296, TOTEL 96 GALLON EVR II, UNIVERSAL NESTABLE CART NIPA. Vendor Item Inventory Item/Loc 18065	624.00 EACH	63.05000	39343.20
1	1000.40.20.2070.2090.2070.0000.0000.44020.			39343.20

Ship To
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004541-00 FY 2022 Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Approved
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01/25/22	205975				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			

Requisition Link

Requisition Total 128818.27

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

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.44020.		
	128818.27	3343690.96
SANITATION EXP		OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	01/24/22	JOHN PEAVY	Auto approved by: 910518527
Approved	01/24/22	JAMES DELAPP	
Approved	01/26/22	JOHN PEAVY	Auto approved by: 910518527
Approved	01/26/22	JAMES DELAPP	
Rejected	01/24/22	JOHN PAINE	QUOTE HAS TO HAVE TEH SOUREWLL
Approved	01/27/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	01/27/22	DONALD ROSE	Auto approved by: 9105paij
Approved	01/27/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/27/22	JOHN PAINE	

Authorized By: _____ Date: _____
Signature



EXPERIENCED * FOCUSED * TRUSTED

Refuse and Recycling Container Solutions and Related Products, Equipment and Services
Executive Summary

Lead Agency: City of Tucson, AZ

Solicitation: #171717

RFP Issued: June 23, 2017

Pre-Proposal Date: July 6, 2017

Response Due Date: July 24, 2017

Proposals Received: 2

Awarded to: Toter, LLC

The City of Tucson, AZ Department of Procurement issued RFP #171717 on June 23, 2017, to establish a national cooperative contract for Refuse and Recycling Container Solutions and Related Products, Equipment and Services.

The solicitation included cooperative purchasing language in the Introduction and Special Terms and Conditions sections of the RFP.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Tucson, AZ website
- National IPA website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald News, IL
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On July 24, 2017 proposals were received from the following offerors:

- Toter, LLC
- IPL Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Toter, LLC and proceeding with contract award upon successful completion of negotiations.

The City of Tucson, AZ, National IPA and Toter, LLC successfully negotiated a contract and the City of Tucson executed the agreement with a contract effective date of October 31, 2017.

Contract includes:

Term:

Initial one year agreement from February 1, 2018 through January 31, 2019 with the option to renew for four (4) additional one-year periods through January 31, 2023.

Pricing/Discount:

- The City of Tucson, AZ award includes a broad menu of options so that each participating agency may customize their carts for the particular needs of their community. Therefore, each project MUST be priced individually. A Toter representative will work with each individual agency to identify the requirements and review the options available to meet those requirements.
- For additional information, please contact your local Toter representative or contact Toter Municipal Sales Division Customer Service at 800-424-0422.

National IPA Web Landing Pages:

<http://www.nationalipa.org/Pages/Contracts-search.aspx?k=toter>

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

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

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

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's affiliates, authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

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

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Vendor be liable for any loss of use, revenue, or profit, or for any consequential, incidental, indirect, or exemplary damages, whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not the indemnitee was advised of the possibility of such damages.

12. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article.

Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

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

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less

broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

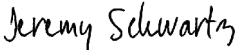
and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

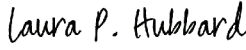
22. CANCELLATION

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

Sourcewell

Toter, LLC

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/24/2021 | 7:43 PM CDT

DocuSigned by:

By: 834FF567BB0940B...
Laura P. Hubbard
Title: Director of Municipal Sales
Date: 5/25/2021 | 10:46 AM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 5/25/2021 | 10:47 AM CDT

RFP 041521 - Plastic Refuse and Recycling Containers with Related Technology Solutions

Vendor Details

Company Name: Toter, LLC
Address: 841 Meacham Road
Statesville, North Carolina 28677
Contact: Kellie Clark
Email: toterbids@toter.com
Phone: 800-424-0422 09584
Fax: 833-930-1124
HST#: 56-1362422

Submission Details

Created On: Thursday February 25, 2021 07:42:29
Submitted On: Thursday April 15, 2021 13:38:28
Submitted By: Kellie Clark
Email: toterbids@toter.com
Transaction #: e18be8d7-0c74-4464-b735-48eb35840831
Submitter's IP Address: 173.92.230.77

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Toter, LLC	*
2	Proposer Address:	841 Meacham Road, Statesville, North Carolina 28677	*
3	Proposer website address:	www.toter.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Laura P. Hubbard, Director of Municipal Sales, 841 Meacham Road, Statesville, North Carolina 28677, lhubbard@wastequip.com, 704-682-3398	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Laura P. Hubbard, Director of Municipal Sales, 841 Meacham Road, Statesville, North Carolina 28677, lhubbard@wastequip.com, 704-682-3398	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kellie K. Clark, Sr. Manager of Bids and Contracts, 841 Meacham Road, Statesville, North Carolina 28677, kclark@toter.com, 800-424-0422 Ext 09584, or 704-768-2584.	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Toter has been in continuous operation since 1962, originally as a subsidiary of Rubbermaid Incorporated. Our headquarters is in North Carolina. The company was organized as a private corporation in 1983 as Applied Products, Inc., changed the name to Toter Incorporated in 1988. In 2007, Toter was acquired by Wastequip and became its largest acquisition at the time. Wastequip is the leading North American manufacturer of waste handling and recycling equipment focused on manufacturing expertise and product innovation. Toter and other Wastequip divisions position our parent company to offer a full line of products, systems and solutions to collect and transport just about any type of waste and recyclables. Toter products have been included in Wastequip's Sourcewell contracts since 2014. Toter introduced an automated cart system for curbside garbage collection in the 1960s, earning us our well-deserved reputation as the go-to cart brand for the collection of waste, recycling, and organics. We focus on developing products that combine practical convenience, extreme durability and long-term value through proven industry leading performance and warranty. Today we serve waste haulers and municipalities as well as commercial, industrial and institutional customers through regional manufacturing/distribution facilities located in Statesville, NC; Acuna, Mexico; and Del Rio, TX. It is important to note that we are dedicated to the waste industry, not manufacturing for any other industry. Our company's core values include: - We always act with safety, honesty and integrity. - We serve customers to total satisfaction by delivering value oriented, market leading products and services. - We act quickly but thoughtfully. - We identify and improve the things that matter most. - We provide challenging opportunities with clear expectations. - We embrace change. - We make commitments and keep them, earn trust and create respect.	*

8	What are your company's expectations in the event of an award?	Toter anticipates a seamless transition from the current Wastequip contract to a Toter plastic refuse and recycling containers contract. Our sales force, dealers and distributors are ready to sell and provide solutions to our customers' needs. We already have tools and staffing in place to promote the Sourcewell contract in the marketplace among existing and potential customers to showcase our products and services as total solutions using this contract. Toter would continue and increase promotion in this way throughout the contract term. Toter will involve and improve our dealer and distributor networks' understanding of how Sourcewell satisfies the bidding/proposal processes of customers, and allows the customer to obtain product they want and deserve, which also gains for Toter a competitive advantage. We intend to continue revenue growth by continuing to gain market share.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Toter, LLC is wholly-owned subsidiary of Wastequip, LLC. As a privately held company, our financial statements are not made public and we do not require audits of our divisions. Our unaudited financial statements for Toter, LLC for the year ended December 31, 2020 are attached. Our trade references and banking information is also attached in unredacted format for Sourcewell's eyes only, and a redacted format for maintenance of confidentiality with entities requesting copies of our information provided in this RFP response.	*
10	What is your US market share for the solutions that you are proposing?	While Toter's exact market share information is company confidential and critical to our strategy for success, we can share more about our market position. Based on our internal estimates, we determined that Toter Residential consistently enjoys a top 3 position in the US market. Toter ProProducts maintains a top 5 position in the US market.	*
11	What is your Canadian market share for the solutions that you are proposing?	While Toter's exact market share information is company confidential and critical to our strategy for success, we can share more about our market position. Even though the Canadian market is not tracked as thoroughly as the US market, we believe Toter Residential also holds a top 3 position in the Canadian market. We would like to continue to grow our Canadian market share by continuing to try and convince Canadian municipalities to utilize our contract with the help of groups like RMA.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Toter, LLC is a manufacturer and service provider, with a network of distributors and dealers and best fall within item "b". The majority of Toter Residential sales are made directly by 10 Regional Sales Managers (RSM) and supported by 2 Division Sales Directors, 1 Municipal Sales Director and 1 Vice President of Sales. We also rely on well established dealers in certain states who aid in developing new business and provide additional support services to Toter across the US and Canada. Our RSMs, dealer network and service providers are fully supported by a team of Customer Satisfaction Specialists, specialists at the Wastequip Call Center, as well as a dedicated Bid/Contracts staff and a specific Warranty Team. All dealers and service providers are independent third party contractors and employ their own teams consisting of sales, service and warranty staff. Toter Pro Products are represented by third party sales agents and dealers.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Toter has applicable licenses to operate in the State of North Carolina, the state of our headquarters. We obtain licenses in municipalities and localities in which we are required by contracts to register and obtain licenses as required. We operate facilities that are OSHA compliant, our roll carts for residential use meet or exceed the American National Standards Institute (ANSI) Standards to ensure consistent quality and safety: ANSI Z245.30-2008 - Waste Containers - Safety Requirements and Z245.60-2008 Waste Containers - Compatibility Dimensions. Our roll carts have been independently certified with Wind Tunnel Testing of empty Toter carts by nationally recognized schools of aeronautical engineering and well as the Interagency Grizzly Bear Committee (IGBC) approval of Toter Bear Carts.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	As the parent company of Toter, Wastequip has received several recognitions: - In 2019, Wastequip was recognized by Charlotte Magazine as the Best Company to Work For - In 2017, Wastequip was recognized by the Charlotte Business Journal as the Middle Market Leader of the Year - In 2016, Charles Walton, founder of Wastequip, was named to the National Waste & Recycling Association's Hall of Fame. The Award is presented annually to select industry visionaries and icons that have created an enduring legacy through their inspirational leadership, core values and significant contributions. - In 2014, Wastequip was recognized by the North Carolina Chamber for the Honorable Mention for the North Carolina Manufacturer of the Year (more than 5 years old) Toter recognition: - In 2020, Toter was named by Plastics News as the second highest rotational molder in North America, as ranked by Plastics News. Toter continues to be rated the highest ranked rotational molder of plastic waste containers in North America (many years running) from this publication. Executive Team Awards: - Waste 360 awarded Toter's Chance Hennig, Southwest Regional Sales Manager, to the 2021 class of "40 under 40" awards. Wastequip's Kristin Kinder (Vice President of Research and Waste Stream Sustainability) and Henry Retamal (President of Operations over Toter and other Wastequip divisions) were awarded the same in 2019. The program recognizes inspiring and innovative professionals under the age of 40 whose work in waste, recycling and organics has made a significant contribution to the waste and recycling industry. - In 2020, Nick Wiseman, Wastequip's CHRO, was recognized by the HRO Today Association as a 2020 Finalist for the Engagement Strategy Excellence Awards for the North America Region. - In 2018, Steve Klueg, Wastequip's CFO, was recognized by the Charlotte Business Journal as CFO of the Year. - In 2018, Rich Sedory, Wastequip's General Council, was recognized by the Charlotte Business Journal as Outstanding General Counsel of the Year.	*
17	What percentage of your sales are to the governmental sector in the past three years	Toter's sales to the governmental sector from 2018-2020 was 31%.	*
18	What percentage of your sales are to the education sector in the past three years	Toter's sales to the governmental sector from 2018-2020 was 0.3%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our annual sales volumes on the aggregate for state or cooperative purchasing contracts over the past three years is \$28,180,661 in 2018, \$37,439,412 in 2019, and \$32,849,179 in 2020 (restrictions under the respective cooperative purchasing agreements prevent our ability to specifically identify annual sales volumes for each such contract).	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Memphis, TN	Phillip Davis	(901) 417-4027	*
City of Sheboygan, WI	Jason Blasiola	(920) 459-3447	*
City of Chattanooga, TN	Roshonda Woods	(423) 643-6837	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Municipality	Government	Texas - TX	96 Gallon, 64 Gallon , 32 Gallon and 24 Gallon Carts for Garbage, Recycling and Organics with A&D Services	Average size of Transactions = \$787,000	\$9,447,000	*
Municipality	Government	Texas - TX	96 Gallon, 64 Gallon and 32 Gallon Carts for Garbage, Recycling and Yard Waste with Full Maintenance Services	Average size of Transactions = \$172,000	\$6,369,000	*
Municipality	Government	Texas - TX	96 Gallon, 64 Gallon and 48 Gallon Carts for Garbage, Recycling and Organics	Average size of Transactions = \$139,000	\$6,255,000	*
Municipality	Government	California - CA	96 Gallon Carts for Garbage and Recycling with A&D Services	Average size of Transactions = \$249,000	\$5,733,000	*
Municipality	Government	Texas - TX	96 Gallon, 64 Gallon and 48 Gallon Carts for Garbage and Recycling	Average size of Transactions = \$388,000	4,269,000	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
23	Sales force.	The majority of Toter Residential sales are made directly by 10 Regional Sales Managers (RSM) and supported by 2 Division Sales Directors, 1 Municipal Sales Director and 1 Vice President of Sales. Our Regional Sales Managers are based in key locations throughout the US and will be responsible for field support of all current and potential Sourcwell members. These industry experts perform all actions necessary to produce a superior level of sales, including, but not limited to: making sales calls necessary to cover territory, assisting with test programs and warranty administration, and all other field service support. Toter Pro has 4 direct national sales managers that work closely with distributors across the US. Our sales team, dealer and distributor networks and service providers are fully supported by a team of Customer Satisfaction Specialists, specialists at the Wastequip Call Center, as well as a dedicated Bid/Contracts staff and a specific Warranty Team.	*
24	Dealer network or other distribution methods.	Toter Residential has well established dealers in certain states who aid in developing new business and provide additional support services to Toter across the US and Canada. Toter Pro has a network of approximately 5 independent dealers and approximately 100 national distributors. Our dealer network and service providers are fully supported by our sales, service and warranty teams.	*
25	Service force.	We have a Service Division called ContainerPros that provides services to our customers throughout the United States. ContainerPros provides services to plastic and steel containers, carts and bins. ContainerPros employs a number of individuals at multiple levels to manage and operate the services requested. These individuals range from Directors, Project Managers, Project Coordinators, Project Supervisors, Leads, etc. ContainerPros also utilizes multiple third-party vendors to assist in projects across the US and Canada. There is no project too Large or too Small!	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Toter prides itself on superior customer service and has significant experience servicing both large and small municipal and privately-owned accounts, multi-location organizations like The Home Depot, Lowes, Walmart, True Value, Ace, Do-It Best, Amazon, Wayfair, Meijer, and other retail entities. Our extensive customer base demands rigorous, just-in-time delivery performance and responsive customer service. We believe, simply stated, that our commitment to preventing issues is the key to satisfied customers. We want all customers to have a great experience with our products – from their first contact with us all the way through product delivery and warranty service. As such, we have adopted the following customer service credo: COMMITMENT - - We will treat all customers with respect (regardless of size) - We will follow up with you upon receipt of your order to ensure satisfaction - We will resolve any issues quickly SUPPORT - - We will provide a dedicated Customer Service Satisfaction (CSS) specialist for each participating member (plus each CSS backs others' territories to ensure seamless service) - We will respond quickly on quotes (same-day response in most cases) - We will provide an order confirmation (within 24-48 hours) - We will call you with shipping & delivery information and provide early notification should there be any issues with your order Each Member will be assigned a dedicated Customer Satisfaction Specialist (CSS). All CSSs are cross-trained on this contract and they will be available for back-up and high-volume situations. The CSS team is managed by Toter's Customer Service Supervisor, on-site with CSSs at Toter headquarters and available to help in any situation. CSSs handle customer needs prior to, during, and after orders are placed with our company. Routine services include assisting with customer choices, quoting, entering orders, obtaining customer approvals on custom markings and features, constant order tracking with production and traffic departments, handling intricate detail on large and small orders/projects and situations such as drop shipments and timing of shipments, and problem solving when order issues arise and when technical feedback is obtained. The Warranty period begins at the date of original purchase. Toter's Warranty Manager processes Warranty Claims and issues to provide accurate and expedited service to all customers. In the field are Toter's Regional Sales Managers who are industry experts ready to assist with municipal contract issues, unique product applications, and all other field service issues. They may also be responsible for reporting contract updates, as well as forecasting large projects, coordinating non-core program items, and general contract facilitation. Other RSMs will be available for back-up in emergency situations. Toter's executive level will ensure that long term strategic partner issues such as ongoing cost reductions and new product innovations are pursued aggressively.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Toter has enjoyed the benefits of offering the Sourcewell contract to our customers over the last 7 years and are excited about the opportunity to continue our relationship with Sourcewell and growing sales off this contract over the next 5 years. All resources are in place for a seamless transition and our sales team is very familiar with the contract and ready to promote a new contract to existing and new agencies across the US. If awarded, we would notify existing customers immediately so they can seamlessly transition from purchasing off our current contract to our new contract.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Toter has been fortunate to have our current Sourcewell contract adopted by RMA and has worked with them and other Canadian agencies on several opportunities. We hope to continue that momentum with a new Sourcewell contract and work to expand our sales across Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None.	*

31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Toter serves all these areas, with all of our products. We find that the difference in our service involves Ocean Freight, different sized sea containers (different container quantities than over-the-road semi truck loads), and varying schedules for shipments. The shipments may vary due to restricted passage to these outlying states/territories whose path of shipment may involve extreme seasonal and other weather-related issues. We find that these customers are more than aware of these issues surrounding their shipments, and they are most accepting of these differences for shipments.	*
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Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Within selected media channels, Toter may announce its continuing partnership with Sourcewell via a press release or other content delivery form. This will be directed at those market categories with whom this message and value will resonate. Toter may advertise via digital and print platforms, including social media outlets, with paid and organic creative. The target audience will include Government buyers in such segments as Public Works and Municipalities, and in such publications as American City and County and/or Government Product News. Our association and partnership with Sourcewell will be prominently displayed at appropriate trade show events. Wastequip participates in a variety of major/national trade shows, as well as having a presence in numerous regional shows and events. We will promote the partnership by incorporating the Sourcewell logo on various show assets (such as banner stands) and literature as appropriate. The Toter Bids and Contracts Department will continue to be a primary conveyor of our partnership with Sourcewell, and include the appropriate logo and data in quoting and outreach as deemed necessary. This will extend the reach of Sourcewell into markets that they currently may not serve and bring awareness to those markets. Wastequip has numerous web properties that promote our value to the markets we serve, and we will include Sourcewell information and possibly a link back to Sourcewell (depending on link feasibility) on our web properties.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	FACEBOOK: Toter utilizes both paid and organic posts to promote partnerships, product releases, service offerings, and our dedication to creating and maintaining a sustainable environment. We are able to hone our message and be exacting in who we reach, and our Facebook property allows for interaction with both customers (such as municipalities) and the general consumer. We are able to capture these visits to our page and understand if our messaging is resonating, and then adjust accordingly (if necessary). LINKEDIN: This platform allows Toter to reach specific job titles and companies that have an interest in our product, and also allows us to open the door to new market opportunities and reaching new segments for penetration. WASTEQUIP WEBSITE PROPERTIES: Within our websites, we provide the value we offer to the market and answer the question of "Why choose Wastequip?" Our sites are segment focused, with a sub focus on product. We are able to capture data on visitors and gain a better understanding of what the market desires and what is important to them when selecting a supplier of products and services. BANNER ADS: Toter tracks site visitors and conversions from keywords and banner ads as seen in publications of interest. Email inquiries are tracked through the sales cycle in Salesforce by lead source. Toter uses Google Analytics, Pardot tracking, Salesforce reporting, and pay per click data to enhance the effectiveness of our marketing campaigns. WASTEQUIP YOUTUBE CHANNEL: Allows interested users (customers, consumers) to actually view a variety of Toter products in use. This helps enhance reputation in the market, and broadens our message as being a provider of sustainable, durable, and effective products. TWITTER: Toter uses Twitter to share more news oriented content or retweet relevant waste industry news content.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	By sharing the above listed responsibilities, Toter's aim is to strengthen the relationship between our Regional Sales Managers with Sourcewell's professional staff. We also look forward to more proactive marketing of this contract through our Wastequip Marketing team using electronic media, email blitzes, product shows and promotional meetings. We feel we have the base information and knowledge to provide solutions to our customers through Sourcewell, and we expect the contract change to be seamless, where we can build on our existing efforts for meaningful and impactful efforts to raise awareness of the contract.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the special requirements and customizations of Toter products, Toter does not have an e-procurement ordering platform. We accept purchase orders via Toter dedicated email address, toterpo@wastequip.com, via mail and facsimile. We have worked with customers to utilize Ariba to generate purchase orders from draft carts that Toter has entered into Ariba Supplier Solutions. We also provide invoices via Ariba. Toter can enter order updates (delivery information) in a few customers' e-procurement systems, as well as invoices into municipal systems. Therefore, we have the ability to work with our customers to accomplish what is needed when practicable.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Toter offers plant tours for our customers upon request, and our staff is on hand for trouble-shooting issues with containers or services. In the field, we offer assembly instructions at the end of each project for containers being serviced. This instruction usually takes 30 minutes or less due to the excellent design of the products provided, at no charge to the customer. Toter offers Wastequip's technology solutions. Customers who subscribe for a technology offering will receive a standardized user online training. This user training will be performed by Wastequip's product specialists for technology solutions and addresses the major functionalities of the software and hardware solutions, which are intended to be utilized by the customer. Additional training programs are available with pricing on request. Pricing depends on scope and length of the requested training(s). After the training, standardized user guidelines will be available at no charge. For Toter's Professional Members: Toter Pro national and local sales representatives can provide training and selling support when needed. Plant tours are available for customers upon request, and our staff is on hand for trouble-shooting issues with containers or services.	*
37	Describe any technological advances that your proposed products or services offer.	All technology solutions are based on modern technical and technological infrastructures to ensure a sustainable and future oriented solution landscape. These infrastructures are also laid out to be highly available and data security has been implemented in depth. Compared to other solutions and offerings in the industry, there are no system or server requirements on the member side, as long as a modern browser is used to access the software solutions. All technology solutions are developed to be as user friendly as possible and the implementation process is streamlined to the maximum. We offer these technology solutions to increase revenue and gain market share, reduce costs, provide greater stewardship of staff time/efforts resources, and improve customer experiences overall. Organics collection stresses carts because the density of food waste (6.25 pounds/gallon) is much higher than that of municipal solid waste (garbage) and recyclables (max of 3.5 pounds/gallon). Sourcewell member agencies needing to collect residential and commercial food waste should not face the decision of deploying small, two wheel carts that do not have sufficient load rating for the application. In order to provide member agencies with safe food waste carts, Toter offers a unique line of 21, 32 and 48 gallon automated Organics carts that are load rated and independently certified to regularly receive and dump food waste at a density of 6.25 pounds/gallon. In addition, we offer the 2 Gallon bin for collection of food waste in the resident's kitchen and a 13 gallon manual bin for curbside collection. Toter also offers 2 and 3 Cubic Yard FELs with higher load ratings to handle heavy food waste. Only Toter offers a fully automated lid latch, DuraLatch, that latches automatically when the lid is dropped, opens with one finger, and opens automatically when the cart is dumped by the truck. DuraLatch meets the long requested industry demand for the return to a latching cart but without interfering with fully automated collection.	*

38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Our parent company, Wastequip, is focused on building a bright future for our employees, our communities, and our environment. And our CORE program — reflecting our COrporate REsponsibility commitment to sustainability, diversity and philanthropy — exhibits our dedication to: • Helping define the future of the waste industry with progressive thinking and leadership • Developing products with consideration for the environmental impact to future generations • Employing a diverse workforce, providing development opportunities and valuing diverse perspectives • Continuing to demonstrate social consciousness so our team members and customers are proud to work for or do business with Wastequip and Toter. As part of the CORE program, Toter is committed to creating more sustainable products, processes and facilities, without sacrificing legendary Toter quality. Future generations are counting on us to create better products, and to do so more responsibly. In 2020, we commissioned a survey of more than 100 municipalities and waste haulers and a lifecycle analysis (LCA) of a Toter cart over its entire life, to better understand our carbon footprint and help us set the most impactful goals to reduce our carbon footprint. This survey confirmed that Municipalities and waste haulers consider Toter carts to be the most sustainable on the market today, and the LCA study reaffirmed the importance of durability and recycled content: • Toter consistently delivers on durability with customers reporting service life much longer than the 9 years of average service life of competitor carts owned by surveyed entities, dramatically lowering the carbon footprint by longevity alone, plus the added advantage of recycled resin inclusion listed below. • Further, Toter’s ultra-low warranty claim rate (0.3%), ease of repair and recyclability help reduce the raw material consumption and resources required to produce new carts. • Currently, Toter carts can use up to 50% recycled content — and we are striving to reduce the virgin resin we manufacture with, while ensuring a durable cart that meets strict quality standards for sun exposure, weight limits, extreme temperature changes, and impacts from servicing. We also look for efficiencies in sourcing our materials and have switched primarily to receiving resin via rail car, optimizing fuel-efficiency and reducing the number of trucks on the road. More information is available at Toter.com/about-us/sustainability.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	In 2020, we commissioned a survey of more than 100 municipalities and waste haulers and a lifecycle analysis (LCA) of a Toter cart over its entire life, to better understand our carbon footprint and help us set the most impactful goals to reduce our carbon footprint. This survey confirmed that municipalities and waste haulers consider Toter carts to be the most sustainable on the market today, and the LCA study reaffirmed the importance of durability and recycled content: • Toter consistently delivers on durability with customers reporting service life much longer than the 9 years of average service life of competitor carts owned by surveyed entities, dramatically lowering the carbon footprint by longevity alone, plus the added advantage of recycled resin inclusion listed below. • Further, Toter’s ultra-low warranty claim rate (0.3%), ease of repair and recyclability help reduce the raw material consumption and resources required to produce new carts. • Currently, Toter carts can use up to 50% recycled content — and we are striving to reduce the virgin resin we manufacture with, while ensuring a durable cart that meets strict quality standards for sun exposure, weight limits, extreme temperature changes, and impacts from servicing. More information is available at Toter.com/about-us/sustainability.

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Toter and Wastequip are not certified as any type of disadvantaged business. We do foster diversity and our previously stated values set a common standard for all employees with equal opportunity for employment, training, performance evaluations and performance rewards and advancements. Toter is adept at meeting customer needs by attributing to goals that may be set by our customers for subcontracting with certified Women or Minority Business Entities (WMBE), Small Business Entities (SBE) or veteran owned business entities (VBE). For example, Toter has served the City of Memphis, TN in recent years to provide carts and cart assembly and distribution services, under Wastequip's Sourcewell Contracts. When a municipality has such goals to be met for projects and orders, we are committed to utilizing disadvantaged businesses whenever possible through Good Faith Efforts. We set out to break down a given scope of work into tasks/service segments and then identify possible use of disadvantaged businesses (usually certified by the municipality or required area or entities) as subcontractors on a case by case basis. Toter has made a concerted attempt to meet customer requested/required levels of participation. We believe it is our responsibility as a well-established company, to help to grow and strengthen smaller, disadvantaged businesses. An example of our commitment to furthering the health and well-being of disadvantaged businesses is when our logistics team routinely uses certified (and uncertified) disadvantaged/small trucking companies which meet Toter logistics standards, to transport goods all over the US and Canada. In another example, Toter also uses a certified Women Owned Business to obtain office supplies for routine business operations.
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Toter maintains our focus on solutions within the waste industry, and we do not manufacture for any other industry. We also have long-term experience with Sourcewell under Wastequip's Sourcewell Contracts. We have already established routine Sourcewell customers. We have mastered the ability to win deals with Sourcewell offerings, and we have proven the ability to have successful sales off a Sourcewell contract. Our Internal and field sales, customer service, and all departments of Toter (as well as all divisions of Wastequip) are well familiar with, devoted to, and appreciative of Sourcewell Contracts. We are ready to further the action of satisfying all-consuming bid/proposal processes of individual customers to allow both the customer and Toter to focus on solutions for each customer, simultaneously conserving time, energy and resources through Sourcewell's already-proposed and awarded full RFP process. We believe we have experienced fewer bids through recent years as a result of our efforts at utilizing Sourcewell to help customers to obtain the product and service that they deserve through a piggyback. And with the proper tools, knowledge base, commitment and drive already in place to build upon, we look forward to our customers getting more of what they want through Sourcewell and Toter, as a "Win-Win" for all concerned. Toter introduced the automated curbside cart system in North America during the late 1960's, and Toter is the largest rotational molder in North America (as rated by Plastics News). Toter is the leading supplier of wheeled, rollout carts (21-96 gallons) used for curbside automated waste, recycling, organics/yard waste by cities and government entities, as well as private waste haulers. We offer Organics Carts with a higher load rating (6.25 lbs per gallon versus the required ANSI Standard load ratings for carts at 3.5 lbs per gallon). And our Bear Tough Carts have a double-walled lid and steel-reinforced rim to withstand repeated clawing and chewing, tested to withstand the wiles and vast strength of bears. We tell the toughest bears to grin and bear it! Toter is the "go to" for private haulers and recyclers to build cart fleets for collection services. We work with Recology, Casella, EDCO, Waste Pro, Santek, CR&R and hauling/recycling companies varying in size; with resources readily in place for production, assembly, distribution to residents, cart maintenance and retired carts recycling services. We specialize in on-time detailed projects to set out carts to residential and commercial properties to meet municipal collection start/set dates and deadlines. Our containers for industrial, commercial and institutional customers complete the circle of solutions in the marketplace. Toter also supplies containers in the Retail Market to Lowes Home Improvement Centers, The Home Depot, True Value, Ace Hardware, Do-It-Best Hardware, Wal-Mart, Amazon, Wayfair, Meijer Stores, and other retailers. Retail customers and individual buyers both find our retail products to out-last and out-task other products offered in stores. ADVANCED ROTATIONAL MOLDING™ – In 1994, Toter introduced its patented Advanced Rotational Molding™ process which has revolutionized both the rotational molding and waste industry. With this new state-of-the-art manufacturing process, Toter molds intricate designs heretofore impossible for conventional rotomolders. Toter's "zero stress" molding technology offer important higher strength to weight ratios and durability advantages over "high stress" processes such as injection molding. Toter carts are different from others in the industry. During our molding process, molds are filled with a pre-measured amount of plastic micro-pellets, then moved into an oven to melt the plastic material while the machine rotates. This rotation in heat causes the plastic to coat the inside of the mold. This method does not require high-pressure hydraulic equipment to fill the mold, so no stress is introduced during the molding cycle (unlike stress created by injection molding). The mold is transferred to a cooling chamber to cure, where a microprocessor controls the cooling cycle to optimize impact strength and performance of the final product. After slowly cooling with air and water, the cart is removed from the mold to be trimmed, imprinted and assembled. Important products such as kayaks and bridge barriers are rotationally molded because both products must withstand impact, just like carts must bounce back when

served by an automated arm, and especially in cold temperatures. Customers in extreme environments have proved that advantage. Many of our customers have tried injection molded carts and switched (or switched back) to our rotationally molded product due to the lowest lifecycle cost of our carts. Our molding process and material afford a 15-20+ year cart life expectancy, which in turn allows Toter to back our carts with a 12 year cart body warranty and 10 years on all other components.

UNIQUE 12-YEAR CART BODY WARRANTY AND LOWEST COST OF OWNERSHIP – Our roll cart warranty EXCEEDS INDUSTRY WARRANTY TERMS with cart bodies covered by a unique and unprecedented 12 year non-prorated warranty (all other cart components have a 10 year non-prorated warranty) since early 2016. Because we Rotationally Mold our carts rather than injection molding them as others do, we have a proven life expectancy of 15 to 20+ years. Our 12 year body warranty avoids the premature replacement of the body, which is the part of the cart that the cart lifting device engages. This warranty is “putting our money where our mouth is.” We believe our customers will see a reduction in replacement cost of about \$7 to \$9 per cart over the first 12 years of service. As a result, all our roll cart customers obtain a currently unmatched warranty in the roll cart industry!

In addition to the above roll cart warranty, our Front Load Containers carry a 3 year container warranty (90 days for casters and non-plastic components). Toter's warranty claim process for all products is available upon request.

Toter carts offer the City the lowest total cost of ownership. Toter carts are more durable and last significantly longer than competitors' carts. The City already has an inventory of parts and is familiar with the cart repairs and high performance. All of these advantages point to a product that will be environmentally friendly and highly sustainable in maintenance and lasting service.

INNOVATION - NOT JUST A PLASTIC CONTAINER – We continue to be the first and only manufacturer to design roll carts that are truly nestable/stackable when fully assembled and “Ready to Roll”. Our customers realize savings in storage/inventory costs and experience savings in reduced number of replacement trips. Unlike injection molded carts that nest no more than 2 carts high because of protruding wheels, Toter carts can be stacked up to 6-8 carts high as they require fewer square feet. Toter carts can be delivered 3x more quickly than other brands by eliminating trips with more carts per load. Cities and haulers save between \$2-3 per cart in fuel, truck usage and labor expenses due to Toter's nestability feature. Injection molders often claim this feature, but offer wheels that pivot/slide, or even still need wheels attached.

Toter is the first container manufacturer to have introduced a new color option for the industry – Granite color bodies. This upscale look allows municipalities and haulers to provide a low cost, premium finish to highlight new automated container programs.

Our 48 gallon size is often chosen for garbage, recycling or organics. A 64 gallon cart is 2/3 the volume of a 96 gallon cart, and many small quantity waste generators are stuck with 64 gallon carts that are still too big to meet their needs. The 48 gallon “half cart” matches the lower waste/recycling output of these customers. Lower handles (4.25” to 5” lower than our 64 gallon cart) makes tilting significantly easier for all users, including small and elderly residents, increasing user safety and reducing requests for exemption from rolling out carts to the curb.

Our roll carts feature a patented “Rugged Rim®” – with an upper rim engineered as a closed tubular design, similar to square steel tubing, for maximum strength during collection. The rim serves as a ledge on which the lid rests to create a tight seal between body and lid, and it strengthens the upper lift point and all sides of the cart body. The lid and rim together create a tight seal to keep odors in, not attracting vermin.

Toter carts and containers are an environmentally sustainable investment. Although our carts are the “World's Toughest Carts™”, and our carts last for 15-20+ years in active service life, Toter carts are 100% recyclable, supporting the recycling of retired carts for municipalities and sustainably closing the loop between new carts and retired carts with the recycling of retired carts, then molding back into new carts. As a leader in the environmental industry, we constantly strive to do our part in being both a good corporate citizen and a leader in new technology to improve our world. Fewer cart failures means fewer carts replaced to maintain a perpetual cart system, reduced vehicle traffic for service, and fewer pounds of raw materials (plastic and steel) consumed. We are also proud to offer more carts from the factory per truckload than most competitors (often with a higher level of assembly from the factory). This will reduce the amount of deliveries needed to fulfill your orders. In short, a more sustainable program results, yielding a reduced impact on our environment.

In addition to our proven long service life and very low repair rate, key parts on Toter carts are interchangeable among our various cart sizes: sunburst wheels, stop bars, and lid hardware. This simplifies maintenance and reduces parts inventory/costs. We recognize the City's commitment to providing carts, parts, and services that will support the best cart for its citizens.

Toter provides total cart fleet maintenance services, and Toter is currently servicing the City of Fort Worth, TX with a maintenance program for its entire cart fleet. Maintenance service options available include, but are not limited to: repairs, cart washing, swapping one cart size for another, management of cart inventory, and recycling of unusable carts or components, with response time from 2 to 5 business days.

Besides roll carts, Toter has a complete line of 1, 2, 3 and 4 cubic yard plastic front load containers. Each container features: steel rod reinforcement, ribbed bottom wear chimes, double-walled lift pockets, integrated bumpers, and more. These features afford

customers with enhanced durability, maximum pocket strength, protection for longer life, and maximum space for custom signage. Our stackable design provides better truckload/shipment and storage efficiency and are even stackable/nestable when the container is fully assembled and ready for use!

PROFESSIONAL PRODUCTS - Toter manufactures an entire line of Professional Products – commercial, industrial and specialized superior containers. Product offerings include Two-Wheeled and Caster Carts, Organics, Medical Waste and Secure Document Management Carts with standard single-wall or rotationally molded double-wall lids for sealing off medical waste and organics (wet) materials, and for securing confidential documents. These containers may be towable for additional efficiency and safety in moving waste. Toter offers Atlas commercial-grade, large-capacity, Rugged Rim® cans with a detachable lid and are fitted for dollies to roll and move materials smoothly. Slimline Containers and Litter Containers provide effective, sustainable waste collection for industrial, commercial and institutional inside and outside applications – and are available in a wide range of styles for varied environments. Cube Trucks, Tilt Trucks, and Mobile Trucks are perfect for moving large, heavy materials and waste to its final destination for use or disposal. Many containers in this line are also towable for efficient and safe movement to final disposal areas. You will find these various products in hospitals, colleges/universities, research facilities, manufacturing industries, store environments, offices, public streets, malls, sports arenas, convention centers, gas stations and convenience stores, and practically anywhere you may venture!

Our Professional Products also include a comprehensive collection of commercial/industrial mobile and stationary lift units, to also include truck mounted lifters which are popular among haulers for municipal roll-cart collection. All are designed for safety (meeting all applicable ANSI Standards for safety and dimensions), and the lifters simply make work safer and easier.

In short, our containers and accessories are always extremely flexible and impact-resistant, and easily handle the day-to-day abuse of waste collection. We promise that every cart, every can, and every product will be built for extreme toughness, extreme wear, and extreme purpose. They stand up to just about anything that's tossed in them – or at them! Choosing Toter means you will secure a partner you can depend on, now and in the future.

Table 9: Warranty

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

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes, certain product warranties cover products and parts, but not labor for container repairs provided by Toter.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see attached Toter warranties for full details and terms. Our warranties do not apply to any container which has been subjected to misuse, misapplication, negligence, alternation or accident.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Toter only replaces the warranted item or component/part as a part for part replacement (replace failed wheel with a wheel, failed lid with a lid, failed body with a body, etc.). Standard container warranties in the cart/container industry do not include repairs of containers, but only provide the parts for customers to make repairs. Toter does, however, offer a Full Service Cart Maintenance Program that is included in our products and service offerings section of this proposal.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Toter only replaces the warranted item or component/part as a part for part replacement (replace failed wheel with a wheel, failed lid with a lid, failed body with a body, etc.). Replacing product parts are simple and easy actions, with most requiring only 3 minutes or less for repairs, thus not requiring warranty repair services. For large fleets of roll carts owned by municipalities. Toter offers a Full Service Cart Maintenance Program that is included in our products and service offerings section of this proposal.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Original equipment manufacturers warranty will apply and any service needed will be coordinated with Toter through our standard warranty procedure.	*
47	What are your proposed exchange and return programs and policies?	Toter backs all products with its return and restocking policy. A Return Authorization Number must be obtained from Toter Customer Service (Phone – 800-424-0422 or 704-872-8171, and Fax – 704-930-1124) within five (5) days of receipt of goods and before merchandise may be returned for credit. Returns must be completed within sixty (60) days of invoice date. All transportation charges for returned merchandise must be PREPAID by the shipper. Returned saleable merchandise accepted by Toter for credit is subject to a 15% restocking charge. If any portion of the goods delivered to the Buyer are defective or are otherwise not in accordance with contract specifications, Toter shall have the right in its discretion either to replace such defective goods or to refund the portion of the purchase price applicable thereto. No goods shall be returned to Toter without Toter's written consent. Carts with custom markings cannot be returned. In no event shall Toter be liable for the cost of processing, lost profits, injury to goodwill or any other special incidental or consequential damages.	*
48	Describe any service contract options for the items included in your proposal.	For large fleets of roll carts owned by municipalities, Toter offers a Full Service Cart Maintenance Program that is included in our pricing section of this RFP. The Maintenance Program may provide repairs for just Toter carts, or may also include maintenance of other brands of carts.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Toter, LLC standard payment terms are Net 30 Days if credit has been established.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	As a benefit of being a Wastequip division, Toter provides a bridge to solutions for educational or governmental entities to find leasing and financing options through Wastequip Finance, with our finance partner, NCL Government Capital (NCL), the only leasing and financing company in the nation with a leasing and financing contract on Sourcewell (Contract #011620-NCL). We are pleased to offer NCL's over 20 years of specializing in providing competitive equipment financing programs for entities across the nation, providing Sourcewell members access to financing that multiplies their purchasing power potentially six-fold. We understand that funds aren't always available for new and adequate equipment, and the Tax Exempt Municipal financing offered by Wastequip Finance/NCL through Toter allows agencies to get that equipment now through manageable installment payments that come from their operating budget. We believe that Sourcewell, Toter/Wastequip Finance, and NCL have a common goal to provide solutions to Sourcewell members that will substantially alter the future for all in the most positive ways. Please also refer to a NCL flyer at the end of our file uploaded under "Pricing".	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Our general outline for order processing is: 1. Toter prepares proposal documents based on product selection by Sourcewell Member 2. Sourcewell Awarded Contract logo quote is provided to the Sourcewell member utilizing our Salesforce.com CRM system 3. Upon quote acceptance, the Sourcewell Member issues a Written Purchase Order to Toter. 4. Order is inputted electronically into the Toter MACOLA order entry system. 5. Order details are confirmed in writing by the customer with an Order Confirmation and Markings Approvals Forms. 6. Once signed order acknowledgement is received, order is released for production. 7. Toter logistics team contacts Sourcewell Member to schedule delivery 9. Order is delivered to Sourcewell Member 10. Sourcewell Member is invoiced 11. Report of Sales is generated out of the Toter Macola order system for specific reporting periods as needed. 12. Sales from Macola are reported to Sourcewell, and administrative fee is paid per the percentage to be determined by time of Sourcewell Award/Contract (per contract established schedule).	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Toter accepts P-card procurements/payments. Our preferred method of payment is wire, ACH or check.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
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53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Toter Residential does not have set list pricing, therefore we are offering a line item ceiling pricing model that is comparable to other co-operative contracts and gives us the flexibility to price competitively while allowing our dealer network to utilize the contract (and they always prefer using the Sourcewell contract above other co-operative contracts). Toter Pro Products pricing model is a discount off list price. We have provided a detailed price list for all products and services that include model numbers and descriptions. Each price guide will include options available as upgrades to the base pricing for that specific product line.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For Toter Residential, please refer to responses to questions 53 and 55. Toter Pro pricing model to Sourcewell is discounted at 30% off of list price.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Toter Residential has provided incremental volume discounts in our pricing structure. We may offer discounts off the base price for large projects when possible, giving the customer the benefit of making larger purchases and permitting Toter the opportunity to be flexible in competitive situations as required. We believe that it will be to both Toter's and the Member's advantage for this contract to allow flexibility with larger quantity discounts. As such, we do not feel it is in either of our best interests to set prices for large projects but rather offer discounted pricing based on the details of each such project. Relevant details could include the quantity of each product size needed, project timing, and services included.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	We believe we have the broadest range of products and services for waste and recycling containers in the market and have included all our offerings in our proposal. As any new products are developed, we will reach out to Sourcewell and request those be added to our contract. Any "sourced" products or related services will be offered to Sourcewell Members on a Supply Quote basis. We will provide the member with a quote for all items not listed on our Sourcewell contract (the 2% fee is and/or will be included in all Toter quoted prices, except for freight charges).	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We have tried to be extremely thorough in including pricing to cover all products, options and services a customer may need with the purchase of waste and recycling containers. However, due to the unique nature of our industry, there may be a few instances where the total cost of acquisition is not included in our proposal pricing. 1. Installation: Due to the customized nature of our business, each customer's project installation is unique, and therefore, quoted individually. Unique installations may include, and are not limited to requirements such as RFID tailored inventory and container management systems, interim storage of containers, additional labor for customer preferences, and more. Any of these products or services outside what we have provided in our proposal will be "Priced on Request". 2. Assembly and Delivery: Special needs for Assembly and Distribution related projects will be "Priced on Request" due to the unique needs of municipalities for each project at hand. the site, or "staging area", if provided by Toter, will be "Price on Request" also due to the unique needs of each project, in addition to wide price variables for locations. Cart Lifters for Residential Collection Vehicles can be installed with "Price on Request". Cart Lifters for Toter Pro Products will be quoted and installed with "Price on Request" due to the unique needs of each project. 3. Taxes - Local, State and Federal Sales or Use Taxes or any applicable ferry costs, customs duties, levies and taxes are not included in our proposed pricing models. If required, taxes will be added at time of quote and/or invoice. Also, Canadian GST/HST/PST taxes are not included in our proposed pricing models, and PST is not paid by Toter. If we are required to pay PST, then the Member will be required to reimburse Toter for these taxes. Any applicable taxes will be added to our quote and/or invoice. 4. Canadian members may require pricing to be provided in Canadian Dollars/Currency (CAD). While our pricing is listed in United States Dollars/Currency (USD), we are certainly able to provide the CAD equivalent pricing based on our USD Sourcewell price list and Foreign Exchange rates from Bank of Canada resources.	*

58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Toter has strategically located in the US which allows us to best service our customers. We have extensive import/export experience and an expansive logistics group available to assist Sourcewell Members. Toter is able to involve outside logistic companies to participate in shipping by freight hauler/common carrier, subcontracted off-loading, assembly, installation and distribution as required by the Member needs and demands. We will evaluate each order as a unique opportunity and consider the Sourcewell Member's order volume and location. Cost of shipping/delivery shall be paid by the End User. Calculations of the freight/delivery charges will be based on prevailing rates at the time of quote and included on quote as a separate line item. This cost will not include the 2% Administrative Fee.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We use a combination of contracted motor carriers and freight forwarders to deliver shipments destined for locations such as (but not limited to) Alaska, Hawaii, American Samoa, and Puerto Rico. We also have dozens of carriers already under contract that participate in delivering all modes of freight across the Canadian provinces. We have extensive import/export experience and an expansive logistics group available to assist Sourcewell Members. Toter is able to involve outside logistic companies to participate in shipping by freight hauler/common carrier, subcontracted off-loading, assembly, installation and distribution as required by Member needs and demands. We will evaluate each order as a unique opportunity and consider the Members' order volume and location. Note that Freight: Cost of shipping/delivery shall be paid by the End User. Calculations of the freight/delivery charges will be based on prevailing rates at the time of quote and included on the quote as a separate line item. This cost will not include the 2% Administrative Fee.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Toter has the ability to meet unique customer needs with Driver Assistance (truck driver moves product to the entrance/exit of 53' truck for customer to remove off the trailer), lift gates (to meet special circumstances with no dock, etc.), combined loads (multi-stop capability to drop at up to 3 locations close together). For our Pro Products and individual customer orders (".COM" customers), we provide drop ship delivery. Obtained over decades, we have experience in the field delivering the assets to their final location -- a resident's dwelling. We offer all types of delivery, to include alley, curbside, up-to-door and special location deliveries per requirements of customers. We recognize that no two projects are alike and that every customer could have specific needs. That allows us to be flexible to meet those specific needs. We do this by thoroughly vetting the customer scope of work. In simple terms, "What are you trying to accomplish and what challenges do you foresee"? We believe that Data is King? Being able to discuss the project, with the customer, and to understand the data, allows us to customize our services to provide the best experience! We do not provide "cookie cutter" services, we provide solutions. Toter offers the industry's best and most unique delivery option, Fully Factory Assembled or "Ready to Roll". Member agencies can forget about missing parts, lack of available labor to assemble carts, and other normal assembly related issues. Because Toter carts nest when fully assembled, neat and safe stacks of 6 fully assembled carts high make the work of Public Works and Solid Waste Managers easier and more predictable. For member agencies who want to pay less freight per cart, our standard shipment of carts "2/3rd's Assembled" means that the only assembly is attaching the wheels after carts are delivered to member locations. Then the cost savings of Nestability kicks in as up to three (3) times as many fully assembled Toter carts will fit on a city delivery truck as compared to any other brand (none are fully Nestable).	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Except as otherwise contractually obligated.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Toter discusses needs with the Sourcewell Member to identify solutions and generate a quote that includes the Sourcewell logo and Contract number/information of reference. Once the Member's Purchase Order is received, Toter enters the order coded as a "Sourcewell" sale into Macola, or order system. Quarterly, a report is generated from the order system and spot checked for accuracy by comparing to quotes from our Salesforce application to ensure the order was coded appropriately and included in the reporting.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Toter is proposing a 2% administrative fee that is calculated and included in the contract dollar amount for products listed in our pricing section. Please note that freight costs will not be included in this fee.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Toter, LLC is a Wastequip brand which is a manufacturer and marketer of high-quality plastic containers and related products, solely dedicated to the waste industry for residential, hauler, industrial, commercial and retail accounts. We are dedicated to the waste industry, not manufacturing for any other industry. Our products are built to last and manufactured using our Advanced Rotational Molding process, which results in "Built for Extremes" stronger, more durable products than those from injection-molded manufacturers. Our containers are categorized into two areas: RESIDENTIAL PRODUCTS AND SOLUTIONS - primarily for municipalities/government entities for waste collection. We "cart" entire cities, counties, townships, parishes, and regions with carts for refuse, recycling, organics, yard waste and other specialized needs. We offer the options and features to customize containers, and when combined with the advantages of Toter carts, our customers have successful waste programs. We also offer the options and services solutions to round out the customers' programs, with lifters to mount onto collection vehicles, special recycling lid features, and a seemingly endless list of available options, based on our long-term and current experience with customer needs. PRO PRODUCTS AND SOLUTIONS - primarily for industrial, commercial and institutional customers, we have designed containers and end-to-end solutions designed to safely and efficiently collect, transport and dispose of waste and recyclables. Our containers and waste handling equipment offer end-to-end solutions designed for educational, healthcare, food service, manufacturing, hospitality, convention centers, stadiums, public spaces, facility management, retail (back of house), construction, and more! For all our offerings, we specialize in consulting with our customers to create customized products and solutions, considering waste streams, volume, staffing, layout, footprint, flow, environmental requirements and storage limitations. Unlike competitors who may sell off-the-shelf products,, we specialize in consulting with our customers to create customized waste management solutions. We also offer technology solutions identified in later questions within this platform. Specific to Toter Residential Products and Solutions, we offer a wide range of services: Receiving and Unloading: Receive the loads as they arrive from Toter, per a predetermined ship schedule, then unload the stacks of carts and arrange them on the customer site by size and waste stream, if applicable. Assembly: Assemble the stacks of carts in preparation of delivery to the resident address listing, or for storage, as determined in the scope of work meetings. Assembled carts will be stacked according to size and waste stream, if applicable. Distribution: Distribution of carts to the service area residents as predetermined during scope of work meetings. Carts will generally be placed at the curbside of the appropriate address, unless special attention is called out during the scope meetings. Data Collection - Record Serial Numbers: Serial numbers of the cart delivered to a specific address will be recorded to the address listing provided

		by the customer. This will assist customers in tracking their assets in the field. Upon completion of the project, we will provide customers with a completed address listing showing the appropriate serial number of the cart delivered to each address. This will be done when a single cart per address is delivered, as well as when multiple carts and streams are delivered to a single address. When project is complete, customer will have the most up to date data on assets and where they are located. Data Collection - RFID Scanning: RFID tags will be scanned, to the address listing provided by the customer per each cart delivered and associated to that particular address. When RFID tags are scanned as a delivery method, the following data will also be collected: RFID tag number, Serial Number, time stamp, and geo coordinates. This will assist customer in tracking their assets in the field. Upon completion of the project, we will provide customer with the completed address listing showing the appropriate data set of the cart delivered to each address. This will be done when single cart per address is delivered, as well as, when multiple carts and streams are delivered to an address. When project is complete, customer will have the most up to date data on assets and where they are located. Sticker/Label Application: A customer provided sticker/label will be applied to the cart/container as described in scope of work. This can be done on new project where all new carts receive label/sticker prior to distribution. Or, labels can be applied to carts that were previously in the field. Old Cart Retrieval: Old carts may be retrieved and brought back to the customer site for either future use or disposal (recycling). This service can be provided in conjunction with new cart deliveries to ensure no disruption of waste services. Additional items can be contracted: sorting of old carts to specifications, disassembly of carts to be recycled, loading of carts to be recycled onto trailers for transport to recycler. We would manage the whole process to provide a seamless solution for retrieval and disposal of any old carts. Route Audits: Route auditing service could include: auditing service levels, auditing income, route ID verification, waste characterization, lid flips, contamination material ID, etc. We would determine your route auditing needs and provide a plan and the associated crews to complete that plan. At the end of the project, the customer would have a cleansed route and all associated data points required to adequately understand those routes and how it is affecting their business. Commercial Bin Delivery: Delivery of commercial bin (FEL's and REL's) to all associated commercial addresses. Receiving of commercial bins and assembling commercial bins is also offered. Just as with the residential deliveries, a scope of work will be established to provide a comprehensive solution to your commercial bin needs. Commercial Bin Exchange: Exchange of commercial bins (FEL's and REL's) for all associated commercial addresses. This service provides delivery of new bins and removal of old bins at the same time. Receiving of commercial bins and assembling commercial bins is also offered. Just as with the residential deliveries, a scope of work will be established to provide a comprehensive solution to your commercial bin needs. Cart Maintenance: Cart Maintenance Services are offered to provide a seamless solution for all of the customer cart maintenance needs. From new deliveries, cart removals, cart repairs, and more, we provide piece of mind that all resident requests will be fulfilled within the agreed upon service level agreement. We provide inventory level management to ensure that you always have assets to keep each resident with the appropriate carts for waste disposal. Assist in managing warranty claims, and keeping all carts cleaned and prepped for return to service. Managing all parts associated with the cart inventory ensures a cost savings may be repurposing where appropriate. Having a cart maintenance provider will give you piece of mind and produce a cost savings.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please see our answer to Question #64. Additionally, subcategories will address challenges with any customer by providing user-friendly containers to efficiently collect waste, plus subcategories of solutions to provide effective automated collection/transportation/disposal systems/equipment and more. We can assemble, distribute and maintain entire fleets of containers. Container users experience elimination of potential injury and improved productivity with mechanical lifters/dumpers, towing and other options, choosing from a seemingly endless provision of solutions. Our technology assists customers to manage cart fleets and container maintenance and inventory. As a service provider, we are prepared to offer any customized service needed. We realize that the waste industry encounters some interesting opportunities and we are willing to work with each customer to provide a solution to needs as they arise. No job is too Big or too Small!	*

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

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

Line Item	Category or Type	Offered *	Comments
66	Residential-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition	☒ Yes ☐ No	Toter, LLC is a Wastequip brand which is a manufacturer and marketer of high-quality plastic containers and related products, solely dedicated to the waste industry for residential, hauler, industrial, commercial and retail accounts. We are dedicated to the waste industry, not manufacturing for any other industry. Our products are built to last and manufactured using our Advanced Rotational Molding process, which results in "Built for Extremes" stronger, more durable products than those from injection-molded manufacturers. Our containers are categorized into two areas: Residential Products and Solutions - primarily for municipalities/government entities for waste collection. We "cart" entire cities, counties, townships, parishes, and regions with carts for refuse, recycling, organics, yard waste and other specialized needs. We offer the options and features to customize containers, and when combined with the advantages of Toter carts, our customers have successful waste programs. We also offer the options and services solutions to round out the customers' programs, with lifters to mount onto collection vehicles, special recycling lid features, and a seemingly endless list of available options, based on our long-term and current experience with customer needs. Pro Products and Solutions - primarily for industrial, commercial and institutional customers, we have designed containers and end-to-end solutions designed to safely and efficiently collect, transport and dispose of waste and recyclables. Our containers and waste handling equipment offer end-to-end solutions designed for educational, healthcare, food service, manufacturing, hospitality, convention centers, stadiums, public spaces, facility management, retail (back of house), construction, and more!
67	Commercial and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition	☒ Yes ☐ No	Toter, LLC is a Wastequip brand which is a manufacturer and marketer of high-quality plastic containers and related products, solely dedicated to the waste industry for residential, hauler, industrial, commercial and retail accounts. We are dedicated to the waste industry, not manufacturing for any other industry. Our products are built to last and manufactured using our Advanced Rotational Molding process, which results in "Built for Extremes" stronger, more durable products than those from injection-molded manufacturers. Our containers are categorized into two areas: Residential Products and Solutions - primarily for municipalities/government entities for waste collection. We "cart" entire cities, counties, townships, parishes, and regions with carts for refuse, recycling, organics, yard waste and other specialized needs. We offer the options and features to customize containers, and when combined with the advantages of Toter carts, our customers have successful waste programs. We also offer the options and services solutions to round out the customers' programs, with lifters to mount onto collection vehicles, special recycling lid features, and a seemingly endless list of available options, based on our long-term and current experience with customer needs. Pro Products and Solutions - primarily for industrial, commercial and institutional customers, we have designed containers and end-to-end solutions designed to safely and efficiently collect, transport and dispose of waste and recyclables. Our containers and waste handling equipment offer end-to-end solutions designed for educational, healthcare, food service, manufacturing, hospitality, convention centers, stadiums, public spaces, facility management, retail (back of house), construction, and more!
68	Lift and tipping solutions for stationary carts and dumpsters	☒ Yes ☐ No	Toter also offers lift and tipping solutions for attachment to collection vehicles and as stationary units which collect and remove waste from roll carts located at households and commercial properties and buildings.

69	Technology solutions related to the management of, or planning for, collection of refuse and recycling materials from containers of the type described in RFP Section 1. a - b.	☒ Yes ☐ No	Toter offers our technology solutions for cart and container deliveries and the subsequent management of these assets. The combination of a web-based operations management software and a mobile workforce App allows planning and execution of deliveries, work orders and service requests highly efficient. Major features of the technology offering are Assembly & Distribution Management, Inventory Management as well as Solutions to execute services in the field (Work Orders, Service Requests, etc.). This solution also provides data visualization and data reporting tools. The web-based Software solutions covers all required processes for delivery of carts and containers, as well as asset management. In addition to this, Wastequip's technology solution comes with a mobile App and the required Hardware (Scanner with RFID and Barcode Reader) to perform services in the field. Service Verification data can be collection by the means of a truck-mounted RFID System, which delivers positive verification (RFID Reads), GPS Positions as well as date and time information of the service verification. These data are visualized in the web-based platform.
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Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Toter develops monthly, quarterly and annual targets to drive business to include municipal sales. This is tracked closely to make sure our sales team is proactively working to meet these goals. We will also run quarterly reports specific to sales off the contract to review and compare to prior sales history.
71	Describe your organization's approach to the collection, storage, usage, ownership, and rights of customer data that is gathered in the normal course of business.	Data Collection - We collect data in order to provide our goods and services, to process requests received (including warranty requests), and to provide support. We do not knowingly collect personal information from children under 13 years of age. Additional reasons for data collection may be viewed in our Privacy Policy at www.wastequip.com/privacy-policy. This data may include personally identifiable information such as name, postal address, e-mail address, and telephone number. Information collected automatically by our website or systems may include usage details, IP addresses, browser type, operating system and information collected through cookies, web beacons, and other tracking technologies. Storage - Information you provide to us is stored on our systems using, at a minimum, industry standard data security practices. Any payment transactions are processed through third party providers using SSL and other encryption technology. Data - We use information that we collect, including any personal information to provide information, products, or services that are requested from us. We provide our third-party vendors, service providers, and contractors with information in order to service our accounts or provide repair/warranty services for products purchased from us. Ownership and Rights - Wastequip customers own their own personal data. Wastequip follows all applicable local, state, and federal privacy laws including the California Consumer Privacy Act (CCPA). Customers and others may contact Wastequip at any time to confirm, correct, or delete their personal information provided to us as allowed by applicable law. The above represents a summary of key Privacy Policy terms relevant to Sourcewell's Participating Agencies. Please visit www.wasetquip.com to view our full Privacy Policies.
72	Explain your organization's approach to data protection and access.	We have implemented measures designed to secure personal information and other data from accidental loss and from unauthorized access, use, alteration, and disclosure. Only authorized Wastequip personnel have access to the data on our Wastequip servers. We follow strict procedures to ensure that all data is transmitted between systems securely (HTTPS, TLS, etc.). All Wastequip systems, including servers, firewalls, switches, etc., are updated, secured (physically and logically), and systems are continually monitored to protect against unauthorized access of sensitive data. Any decommissioned hardware is required to have all hard drive wiped in accordance with our policies. Data collected by or provided to Wastequip is shared with Wastequip contractors, service providers, and other third parties when needed or required to fulfill contractual obligations with our customers. We strive to ensure that our third-party providers provide at least the same level of data protection as we do.

73	Describe how your offering encourages increased participation in recycling and diversion programs.	The Recycling Partnership's latest report on the state of curbside recycling shows that cart collection can increase the weight of recyclables collected by almost 30% (pg 18) so purchasing any cart increases recycling participation, improves efficiency for haulers, and fosters single-stream, which is easier for consumers. Curbside recycling programs depend on resident participation, and resident participation depends on education and convenience. Purchasing a Toter cart further improves recycling participation, because Toter's rotomolded carts are more durable. With an ultra-low warranty claim rate of 0.3%, Toter customers rarely encounter issues with our carts. Additionally, Toter customers report an average service life much longer than the 9 years of average service life of competitor carts owned by surveyed entities, dramatically lowering the carbon footprint by longevity alone. Toter carts also feature a best-in-class tilt-to-roll ratio, which means residents can maneuver their Toter cart with ease. With high quality equipment, residents can focus on what to put in their carts, not replacing them or working with faulty equipment. Higher durability and fewer warranty claims mean a lower carbon footprint, but equally important, mean a lower total cost of ownership for municipalities, which can allow municipalities to invest more of their budget in education and outreach programs to improve recycling. Cart colors and graphics are the primary education points for residents. Toter carts are available in a variety of colors that can help distinguish different streams for waste and recyclables. Additionally, Toter offers a variety of options for cart graphics to educate residents about acceptable recyclables. Toter also offers cart colors and sizes for collecting organic waste, and their durability is well-suited to handle heavier food waste.
74	Identify if your offered technology solutions are available through mobile device applications and with what operating systems they are compatible.	Wastequip's technology solutions for Assembly & Distribution as well as Asset Management and Service Verification are available through a web-based Platform and thus are compatible with the majority of modern operating systems. The recommended browsers are GOOGLE CHROME or FIREFOX. In addition to this, the mobile App is available for modern ANDROID Systems. This App is used by crews in the field to perform Work Orders, Service Requests or Deliveries. RFID Scanning requires specific hardware which is available through this contract.
75	Describe any design and manufacturing processes or materials utilized that contribute to product attributes such as longevity, ease of use, safety, or reduced life cycle costs.	Advanced Rotational Molding™ eliminates built-in stress, weakness and brittleness associated with injection molded products, and increases durability. Toter carts are the only rotomolded carts on the market and consistently show up as the most durable. In 2020, we commissioned a survey of more than 100 municipalities and waste haulers and a lifecycle analysis (LCA) of a Toter cart over its entire life, to better understand our carbon footprint and help us set the most impactful goals to reduce our carbon footprint. Toter consistently delivers on durability with customers reporting service life much longer than the 9 years of average service life of competitor carts owned by surveyed entities, dramatically lowering the carbon footprint by longevity alone, plus the added advantage of recycled resin inclusion listed below. Toter's ultra-low warranty claim rate (0.3%), ease of repair and recyclability help reduce the raw material consumption and resources required to produce new carts and ensure that residents are able to use our products with fewer issues. Reducing the amount of virgin resin that we use in manufacturing is one of the most important ways we can lower our environmental impacts. We believe in continuously improving our efficiency with our own scrap material and using recycled material from reliable sources, whether from end-of-life consumer waste or other plastic manufacturers. We also recognize that purchasing recycled content from consumers through curbside (or residential) recycling programs supports the businesses and markets that drive recycling programs providing both economic and environmental benefit to local communities. As we strive to replace virgin resin in our products with as much recycled content as possible while maintaining durability, we are guided by standards and definitions directed by regulations such as 40CFR Part 247 and industry partners like The Recycling Partnership and the Association of Plastic Recyclers: Post Consumer Recycle (PCR) - 40 CFR, 247.3 Definitions: Postconsumer material means a material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Postconsumer material is a part of the broader category of recovered materials. Recovered Materials – 40 CFR, 247.3 Definitions: Recovered materials means waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process.

Exceptions to Terms, Conditions, or Specifications Form

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

Line Item 76. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Toter Answer #9 - Financial Strength and Stability (4-2021).pdf - Wednesday April 14, 2021 15:18:21
- [Marketing Plan/Samples](#) - Toter Answer #32 - Marketing Samples.pdf - Wednesday April 14, 2021 15:18:37
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Toter Answers #42-#48 - Warranty and Warranty Claims.pdf - Wednesday April 14, 2021 15:18:53
- [Pricing](#) - Toter Price List for Sourcewell 041521 (with Price Adj, Leasingj) 4-15-2021.pdf - Wednesday April 14, 2021 15:19:47
- [Upload Additional Document](#) - Toter Answers #64, #65 - Toter Products.pdf - Wednesday April 14, 2021 15:20:42

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☐ Yes ☒ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Plastic_Refuse_Recycling_Containers_RFP_041521 Wed March 17 2021 03:40 PM	☒	1
Addendum_3_Plastic_Refuse_Recycling_Containers_RFP_041521 Mon March 8 2021 09:41 AM	☒	1
Addendum_2_Plastic_Refuse_Recycling_Containers_RFP_041521 Fri March 5 2021 04:19 PM	☒	1
Addendum_1_Plastic_Refuse_Recycling_Containers_RFP_041521 Mon March 1 2021 04:31 PM	☒	1

[REGISTER](#)



Toter

Refuse and Recycling Container Solutions and Related Products,
Equipment and Services

Click to expand menu ▼

Overview

Contract Documentation

Contact

Bear-Tough Carts

Toter Organics

Sustainability

Front End Load Containers (FELs)

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered

with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Refuse and Recycling Container Solutions and Related Products, Equipment and Services

City of Tucson, AZ

Contract Number: 171717

February 1, 2018 through January 31, 2019

Option to renew for four (4) additional one-year periods through January 31, 2023

RENEWED THROUGH January 31, 2023

Executive Summary

- [National IPA Executive Summary](#)
- [Tucson Executive Summary](#)
- [Pricing Overview](#)
- [Due Diligence](#)

Master Agreement Documents

- [Official Signed Contract](#)
- [Sales Contact Information](#)
- [Contract Amendment 1](#)
- [Contract Amendment 2](#)
- [Contract Amendment 3](#)
- [Contract Amendment 4](#)
- [Contract Amendment 5](#)
- [Contract Amendment 6](#)
- [Contract Amendment 7](#)
- [Contract Amendment 8](#)
- [Contract Amendment 9](#)
- [Contract Amendment 10](#)

- [Contract Amendment 11](#)
- [Contract Amendment 12](#)
- [Contract Amendment 13](#)
- [Contract Amendment 14](#)
- [Contract Amendment 15](#)
- [Contract Amendment 16](#)
- [Contract Amendment 17](#)
- [Contract Amendment 18](#)
- [Contract Amendment 19](#)

Response Evaluation

- [Supplier Response to RFP](#)

Solicitation Process

- [Original RFP Document](#)
- [RFP Amendment 1](#)
- [Proof of Publication](#)

Contact Information

Toter, LLC. Customer Satisfaction Department

Email: wqinfo@wastequip.com

Phone: 1-800-424-0422

Toter Inc. Customer Service Dept

PO Box 5338

Statesville, NC 28687-5338

SUPPLIER WEBSITE



Get in Touch

840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

866-875-3299

info@omniapartners.com

Sign up to receive email updates from OMNIA Partners, Public Sector

First name**	Last name**
Company name**	Agency Type ** ▼
Email**	

By providing email address(es) and/or any other personal information, as defined under applicable law, you represent that you have the authority to provide such information and acknowledge that you are agreeing to OMNIA Partners’ use of your information as provided in the Terms of Use and Privacy Notice.

☐ I agree*

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



Rachel Laurie Riddle
Chief Examiner

January 4, 2022

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

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

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

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

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Omnia related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contracts for purchasing air conditioning and heating units and systems, which were awarded to Trane (RFP#15-JLP-023), Daikin Applied Americas, Inc. (RFP#20-04), Johnson Controls, Inc. (RFP#20-04), and TDIndustries, Inc. (RFP#20-04) have been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Submitted by:

Relya Mallory McMillian, Capital Projects Administrator
James Roberts, Director of Neighborhood Development

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To allocate \$250,000.00 in General Fund Unassigned Reserve to General Fund account Neighborhood Development Professional and Technical 10043500.42200 for Africatown Redevelopment Corporation.

Funding Source

Project #

Project String 10043500.42200

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

Grant Funds

Discretionary Funds

Contract Number:

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Mallory, Relya	Approved	1/26/2022 - 5:43 PM
Capital	Mallory, Relya	Approved	1/26/2022 - 5:44 PM
Mayors Office	Mayhall, David	Approved	1/27/2022 - 2:35 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of 3-year contract for rental and service/support of multifunction copiers for MPD.

General Fund.

Amount of Contract:

Approx \$218,037.00

Funding Source

Project #

Discretionary Funds

Project String 1004.1530.42145

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220113 Agenda Package MPD Canon	Cover Memo	1/13/2022

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	1/13/2022 - 9:43 AM
Legal	Kern, Chris	Approved	1/25/2022 - 11:08 AM
Legal	Kern, Chris	Approved	1/25/2022 - 11:08 AM

Mayors
Office

Mayhall, David

Approved

1/27/2022 - 2:36
PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the 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 Canon Solutions America, Inc., for rental of multifunction copier devices and support services and supplies for Mobile Police Department in an approximate amount of \$218,037.00 for three years at unit pricing as outlined in the contract attached hereto and made a part hereof as though set forth in full.

A Copy of said contract is on file in the Office of the City Clerk.

Adopted:

City Clerk



Order#:

Cm 104

valid through 01.04.2023

Order Form**Canon Financial Services**

Remit Address: 14904 Collections Center Dr, Chicago, IL 60693

NATIONAL IPA PRICING AGREEMENT**BILL TO:**City of MobileP.O. Box 389Mobile, AL 36633Phone: (251) 208-7434Contact: Anne FoleyDate: 1/6/2022**SHIP TO:**City of MobilePolice DepartmentVarious LocationsSee Attached Schedule APhone: (251) 208-1265Contact: William Reed

Beginning Meter Read: _____

TERM: 36 month FMV lease agreement under the provisions of National IPA Contract FI-0251-18.**RATE:**

Monthly

Copies

Excess Charge

Base Charge: \$3,979 Included0

Per

Copy

B-\$.0079/ C-\$.0462**Includes base copies**3 Yr Equip Total: \$ 143,244.00☐ Individual☒ Fleet

MFG	MODEL	SERIAL #	LOCATION	ACCESSORIES
			See Attached Schedule A	

Bill To:

City of Mobile

PO Box 389

Mobile, AL 36633

TERMS & CONDITIONS

All terms and conditions apply in accordance with the National IPA County of DuPage Contract #FI-0251-18 for Multifunctional Device Equipment, Supplies Software & Service Solutions with Canon Solutions America, Inc dated October 1, 2018.

LESSEE:

William Stimpson

TITLE:

Mayor

DATE:

LESSOR:

Ch glTITLE: Doc Team LeadDATE: 1/11/22

City of Mobile Police Department NIPM Ornella Partners Pricing CFS PO 1/5/22

Installation	Quantity	Equipment Address	Dept./ Bldg #	Floor	Department	Location Contact Name & Phone	New Model	Accessories	Serial number	Item Codes	Decline Maintenance	Start meter		Covered images		Per image charge in		Unit \$	Monthly Base Charge	Meter method
	1	2400 Government Street Mobile, AL 36606	Headquarters	1	Data Systems	Tonia Hopkins 251-208-1881	IR ADV DX C38281	IR ADV C38281, CABINET TYPE- W, INNER FINISHER-L1, ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D, IR ADV DX C3730/3725/3535/3530/3826 INSTALL PAK, LOW VOLUME CONNECTIVITY UP TO 30PPM		4914C002 5634C001 4000C002 2368V119 1872V084 3754V837	N	0	0	0	0	\$0.0079	\$0.0560	\$4,500.00	\$ 125.00	IWR Remote
	1	2400 Government Street Mobile, AL 36606	Headquarters	1	Juvenile/ Purchasing	Jennifer Wesson 251-208-1811	IR ADV DX C38281	IR ADV C38281, CABINET TYPE- W, INNER FINISHER-L1, ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D, IR ADV DX C3730/3725/3535/3530/3826 INSTALL PAK, LOW VOLUME CONNECTIVITY UP TO 30PPM		4914C002 5634C001 4000C002 2368V119 1872V084 3754V837	N	0	0	0	0	\$0.0079	\$0.0560	\$4,500.00	\$ 125.00	IWR Remote
	1	2400 Government Street Mobile, AL 36606	Headquarters	B	Property	Pamela Rook 251-208-1880	IR ADV DX C38281	IR ADV C38281, CABINET TYPE- W, INNER FINISHER-L1, ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D, IR ADV DX C3730/3725/3535/3530/3826 INSTALL PAK, LOW VOLUME CONNECTIVITY UP TO 30PPM		4914C002 5634C001 4000C002 2368V119 1872V084 3754V837	N	0	0	0	0	\$0.0079	\$0.0560	\$4,500.00	\$ 125.00	IWR Remote
	1	2400 Government Street Mobile, AL 36606	Headquarters	1	Records	Kathy Barrena 251-208-1885	IR ADV DX C58501	IMAGERUNNER ADVANCE DX C58501, HIGH CAPACITY CASSETTE FEEDING UNIT-C1, INNER FINISHER-L1, SUPER G3 FAX SQUAD-AX1, ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D, MID VOLUME CONNECTIVITY 30-PPM UP TO 78PPM, INSTALL PAK DX C5870/C5860/C5850/C58401		4031C002 4031C002 4000C002 3998C001 1872V084 2368V120 3923V843	N	0	0	0	0	\$0.0079	\$0.0560	\$7,740.00	\$ 215.00	IWR Remote
	1	2400 Government Street Mobile, AL 36606	Headquarters	1	Homicide	Jade Davis 251-208-1709	IR ADV DX C38301	IMAGERUNNER ADVANCE DX C38301, CASSETTE FEEDING UNIT-AX1, INNER FINISHER-L1, LOW VOLUME CONNECTIVITY UP TO 30PPM, ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D, IR ADV DX C3730/3725/3535/3530/3826 INSTALL PAK		4913C002 4917C002 4000C002 2368V119 1872V084 3754V837	N	0	0	0	0	\$0.0079	\$0.0560	\$5,724.00	\$ 139.00	IWR Remote
	1	2400 Government Street Mobile, AL 36606	Headquarters	2	Criminal Investigations	Jade Davis 251-208-1709	IR ADV DX C58401	IMAGERUNNER ADVANCE DX C58401, CASSETTE FEEDING UNIT-AQ1, INNER FINISHER-L1, ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D, MID VOLUME CONNECTIVITY 30-PPM UP TO 78PPM, INSTALL PAK DX C5870/C5860/C5850/C58401		3927C002 4030C002 4000C002 1872V084 2368V120 3923V843	N	0	0	0	0	\$0.0079	\$0.0560	\$7,184.00	\$ 189.00	IWR Remote
	1	2400 Government Street Mobile, AL 36606	Headquarters	2	Planning	John Spottedwood 251-208-1838	IR ADV DX C58401	IMAGERUNNER ADVANCE DX C58401, CASSETTE FEEDING UNIT-AQ1, INNER FINISHER-L1, ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D, MID VOLUME CONNECTIVITY 30-PPM UP TO 78PPM, INSTALL PAK DX C5870/C5860/C5850/C58401		3927C002 4030C002 4000C002 1872V084 2368V120 3923V843	N	0	0	0	0	\$0.0079	\$0.0560	\$9,804.00	\$ 189.00	IWR Remote

Start meter																	Covered images		Per image charge in		Unit \$	Monthly Base Charge	Meter method																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
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Installation	Quantity	Equipment Address	Dept / Bldg #	Floor	Department	Location Contact Name & Phone	New Model	Accessories	Serial number	Item Codes																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		</

Page 3 of 4

Installation	Quantity	Equipment Address	Dept / Bldg #	Floor	Department	Location Contact name & Phone	New Model	Accessories	Serial number	Item Codes	Decline Maintenance	Start meter		Covered images		Per image charge in		Unit \$	Monthly Base Charge	Meter method	
												Black & white	Color	Black & white	Color	Black & white	Color				
23	1	4851 Museum Drive Mobile, AL 36608	WAC	1	Floor 2	Kim Zlot 251-208-1266	IR ADV DX C38301	IMAGERUNNER ADVANCE DX C38301, CASSETTE FEEDING UNIT-AVI, INNER FINISHER-L1, LOW VOLUME CONNECTIVITY UP TO 30PPM, ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D, IR ADV DX C37303725/C3835/C3830/3826 INSTALL PAK		4913C002 4917C002 4000C002 2388V119 1972V084 3754V837	N	0	0	0	0	0	\$0.0078	\$0.0560	\$5,724.00	\$ 158.00	IWR Remote
24	1	7340 Ziegler Boulevard Mobile, AL 36608	Communications	1	RCO	Ernest Treubig 251-208-1017	IR ADV DX C58401	IMAGERUNNER ADVANCE DX C58401, CASSETTE FEEDING UNIT-AQ1, INNER FINISHER-L1, ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D, MID VOLUME CONNECTIVITY 30-PPM UP TO 79PPM, INSTALL PAK DX C5870/C5860/C5855/C58401		3827C002 4030C002 4000C002 1972V084 2388V120 3923V943	N	0	0	0	0	0	\$0.0078	\$0.0560	\$7,344.00	\$ 204.00	IWR Remote
25	1.0	12251 Turner Williams Road Mobile, AL 36608	Pistol Range	1.0	Pistol Range	Paul Workman 251-446-1088	IR ADV DX 47251	IMAGERUNNER ADVANCE DX 47251, CABINET TYPE-Q, DADF-BAT, ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D, LOW VOLUME CONNECTIVITY UP TO 30PPM, IMAGERUNNER ADV DX 4735/4725 INSTALL PAK		4058C002 2289C001 3813C001 1972V084 2388V119 3752V507	N	0.0	0.0	0.0	0.0	0.0	0.0		4473.0	124.3	IWR Remote
26	1.0	7340 Ziegler Boulevard Mobile, AL 36608	Communications	1.0	PD Main Desk	Ernest Treubig 251-208-1017	IR ADV DX 5271F	IMAGERUNNER ADVANCE DX 5271F		3893C008	N	0.0	0.0	0.0	0.0	0.0	\$0.0078		1500.0	52.5	IWR Remote
28	1.0	2480 Government Street Mobile, AL 36608	Records	1.0	Warrens	Kathy Bettle 251-208-1885	IR ADV DX 5271F	IMAGERUNNER ADVANCE DX 5271F		3893C008	N	0.0	0.0	0.0	0.0	0.0	0.0		1500.0	52.5	IWR Remote
								FINAL TOTALS										\$142,484.00	\$ 3,979.00		

Print Name:
Signature:

Configuration Acknowledgement
Title:
Date:



MULTI-FUNCTION COPIER DEVICES AND SERVICE SOLUTIONS
Executive Summary

Lead Agency: County of DuPage, IL

Solicitation: 18-020-LG

RFP Issued: January 17, 2018

Pre-Proposal Date: February 7, 2018

Response Due Date: May 1, 2018

Proposals Received: #5

Awarded to: Canon Solutions America, Inc. – Contract #FI-R-0251-18

The County of DuPage Procurement Services Division issued RFP #18-020-LG on January 17, 2018, to establish a national cooperative contract for Multi-Function Copier Devices and Service Solutions.

The solicitation included cooperative purchasing language in Sections 6 – SCOPE OF WORK AND SPECIFICATIONS and EXHIBIT A-5:

“The County of DuPage, IL, as the Principal Procurement Agency, as defined in EXHIBIT A-5, has partnered with the National Intergovernmental Purchasing Alliance Company (“National IPA”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The County of DuPage is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. EXHIBIT A-5 contains additional information on National IPA and the cooperative purchasing agreement.”

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- County of DuPage via DemandStar website
- National IPA website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On May 1, 2018 proposals were received from the following offerors:

- Canon Solutions America, Inc.
- Proven IT
- Sharp Electronics Corporation
- Toshiba America Business Solutions, Inc.
- Xerox Corporation

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Canon Solutions America, Inc. and proceeded with contract award upon successful completion of negotiations.

The County of DuPage, IL, National IPA and Canon Solutions America, Inc. successfully negotiated a contract, and the County of DuPage executed the agreement with a contract effective date of October 1, 2018.

Contract includes:

A full catalogue offering of Canon Solutions America, Inc. devices, service and related software solutions

Term:

A five-year agreement from October 1, 2018 through September 30, 2023, with a final contract period of September 30, 2023.

Pricing/Discount:

The County of DuPage, IL award includes discounts on the complete line of Canon Solutions America products, services and third-party applications. All units may be designed for each participating agency's specific requirements. Due to the vast array of the offering your local Canon Account Manager will work with you to identify the best solution for your requirements.

Acquisition Options:

- Purchase • Lease (36, 48, 60 months) • CPC Fleet Lease

National IPA Web Landing Pages: <http://www.nationalipa.org/Pages/Contracts-search.aspx?k=Canon>

COUNTY OF DUPAGE, IL

Contract FI-R-0251-18

for

Multi-Functional Device Equipment, Supplies,

Software and Service Solutions

with

Canon Solutions America, Inc.

Effective:

October 1, 2018 through September 30, 2023

The following documents comprise the executed contract between the County of DuPage, IL and Canon Solutions America, Inc., effective October 1, 2018:

- I. County of DuPage Board Resolution
- II. Canon Best and Final
- III. Canon Solutions America, Inc. Response to the Request for Proposal
- IV. The Terms and Conditions of the Request for Proposal incorporated by reference

Resolution

FI-R-0251-18

AWARDING RESOLUTION FOR
MULTIFUNCTIONAL DEVICE EQUIPMENT, SUPPLIES,
SOFTWARE AND SERVICE SOLUTIONS

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and National Intergovernmental Purchasing Alliance (National IPA), the County of DuPage will contract with Canon Solutions America, Inc.; and

WHEREAS, pursuant to the agreement approved in Resolution #FI-0034-07 the County is authorized to work with National Intergovernmental Purchasing Alliance (National IPA) to secure multi-state volume purchasing contracts; and

WHEREAS, the County issued its Solicitation #18-020-LG for Multifunctional Device Equipment, Supplies Software and Service Solutions; and

WHEREAS, the County evaluated the responses to the solicitation and Canon Solutions America, Inc., has been found to meet all minimum qualifications and requirements per Solicitation #18-020-LG; and,

NOW THEREFORE BE IT RESOLVED, that an award be issued to: Canon Solutions America, Inc., 425 N. Martingale Rd. Schaumburg, IL 60173, at the solicited rates contained herein for procurements entered into during the period of October 1, 2018 through September 30, 2023.

BE IT FURTHER RESOLVED, that the County and other authorized members of the National IPA may order Multifunctional Device Equipment, Supplies Software and Service Solutions pursuant to this award of Solicitation #18-020-LG from the incorporated agreement. Each County order shall be approved pursuant to the County Procurement Ordinance OFI-005F-99 and any amendments thereto.

BE IT FURTHER RESOLVED, that the County will receive an administrative fee of no less than .125% of sales generated by the use of the contract.

Enacted and approved this 14th day of August, 2018 at Wheaton, Illinois.


DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: 
PAUL HINDS, COUNTY CLERK

Ayes: 18

CONTRACT RFP 18-020-LG BETWEEN
CANON SOLUTIONS AMERICA, INC.
AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered into this 14th day of August, 2018, between The County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and Canon solutions America, Inc., licensed to do business in the State of Illinois, located at 425 North Martingale Road, Suite 1400, Schaumburg, IL 60173 (hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in RFP 18-020-LG for its Department of Finance, located at the DuPage County Administrative Center, 421 North County Farm Road, Wheaton, Illinois 60187; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.1 CONTRACT DOCUMENTS

1.2 This Contract includes all the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:

1.2.a County of DuPage Board Resolution FI-P-0204-18

1.2.b Contractor's Best and Final Offer dated July 2, 2018

1.2.c Contractor's Response to the RFP dated April 24, 2018

1.3 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.

1.4 In the event of a conflict between any of the above documents, the documents control from top to bottom; i.e., "a" controls over "b".

2.1 DURATION OF THIS CONTRACT

2.2 Unless terminated as provided in the Contract, the term of this Contract shall be for a Five (5) year period beginning on October 1, 2018 and continuing through September 30, 2023.

3.1 BID PRICES AND PAYMENT

3.2 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.

3.3 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

4.1 AMENDMENTS

4.2 This Contract may be amended by mutual agreement.

4.3 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

5.1 CONTRACT ENFORCEMENT - ATTORNEY'S FEES

5.2 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

6.1 SEVERABILITY CLAUSE

6.2 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

7.1 GOVERNING LAW

7.2 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

8.1 ENTIRE AGREEMENT

8.2 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.

8.3 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

THE COUNTY OF DUPAGE, ILLINOIS

By: _____

James McGuire

Procurement Officer

Date

8-14-18

CANON SOLUTIONS AMERICA, INC.

DocuSigned by:
By: Peter Kowalczyk

5AABE3CE633E4B5...

Peter Kowalczyk

President

09/14/2018 | 10:23 AM EDT

Date



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



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

Rachel Laurie Riddle
Chief Examiner

November 30, 2020

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

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

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2021**. This approval authorizes the **purchase** of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

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

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

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There's More Purchasing Power in the Partnership

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CONTRACT PORTFOLIO](#)

National IPA is now OMNIA Partners, Public Sector

The nation's largest and most experienced cooperative purchasing organization for the public sector.

Our immense purchasing power and world-class suppliers have produced an extensive portfolio of cooperative contracts and partnerships, making OMNIA Partners the most valued and trusted resource for organizations nationwide.

All contracts available through OMNIA Partners are competitively solicited and publicly awarded by a lead agency (government entity/educational institution), using a competitive solicitation process consistent with applicable procurement laws and regulations.

With our even bigger team of experts dedicated specifically to municipal buying, and the nation's most comprehensive portfolio of products and services, OMNIA Partners empowers your complex agency to make budgets work harder than ever.



Get to Know Us

Let us help deliver savings and value to your public agency.

[LEARN MORE](#)



Get in Touch

840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

866-875-3299

info@omniapartners.com

Sign up to receive email updates from OMNIA Partners, Public Sector

First name**

Last name**

Company name**

Agency Type **

▼

Email**

By providing email address(es) and/or any other personal information, as defined under applicable law, you represent that you have the authority to provide such information and acknowledge that you are agreeing to OMNIA Partners’ use of your information as provided in the Terms of Use and Privacy Notice.

I agree*

☐

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AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Submitted by:

James Roberts, Neighborhood Development

Sponsored by:

William S. Stimpson, Mayor

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	1/26/2022 - 3:47 PM
Mayors Office	Mayhall, David	Approved	1/27/2022 - 2:37 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Submitted by:

James Roberts, Neighborhood Development

Sponsored by:

William S. Stimpson, Mayor

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	1/26/2022 - 3:48 PM
Mayors Office	Mayhall, David	Approved	1/27/2022 - 2:38 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Submitted by:

James Roberts, Neighborhood Development

Sponsored by:

William S. Stimpson, Mayor

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	1/26/2022 - 3:46 PM
Mayors Office	Mayhall, David	Approved	1/27/2022 - 2:38 PM



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/8/2022

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

1/7/2022 - 4:29
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Jermaine Tolbert

Amount of Contract:

n/a

Effective Date of Contract:

2/8/2022

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Jermaine Tolbert

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	1/26/2022 - 11:50 AM
Legal	Kern, Chris	Approved	1/26/2022 - 2:24 PM
Mayors Office	Mayhall, David	Approved	1/27/2022 - 2:38 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/3/2022 - 1:33 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Sponsored by:

Councilmember Small

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	1/3/2022 - 1:34 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Sponsored by:

Councilmember Small

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
City Clerk Gauthier, Lana	Approved	1/3/2022 - 1:41 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Sponsored by:

Councilmember Small

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
City Clerk Gauthier, Lana	Approved	1/3/2022 - 1:43 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Sponsored by:

Councilmember Reynolds

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
City Clerk Gauthier, Lana	Approved	1/3/2022 - 1:46 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Submitted by:

Gary Jackson, Municipal Enforcement Coordinator

Sponsored by:

Council District 1	Cory Penn	0 cases
Council District 2	William Carroll	13 cases
Council District 3	C J Small	6 cases
Council District 4	Ben Reynolds	0 cases
Council District 5	Joel Daves	1 case
Council District 6	Scott Jones	0 cases
Council District 7	Gina Gregory	0 cases

Purpose and Scope of Project:

Declare weeds noxious, Weed Lien Group 1625

Effective Date of Contract:

2/8/2022

Funding Source

Project # Weed Lien Group 1625

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
Municipal Enforcement	Gauthier, Lana	Approved	2/3/2022 - 1:07 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:

FUNDS WILL BE USED FOR THE 4TH ANNUAL SPIRIT OF OUR ANCESTORS FESTIVAL EVENT WILL BE HELD ON FEBRUARY 12, 2022

Amount of Contract:

\$500.00

Funding Source

Project # DSC-02 / 10041020-42200

Discretionary Funds DSC-02

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	1/27/2022 - 2:02 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER BEN REYNOLDS - GIVING \$2,000.00

COUNCILMEMBER SCOTT JONES - GIVING \$2,000.00

TOTAL \$4,000.00

Purpose and Scope of Project:

FUNDS WILL BE USED FOR THEIR ANNUAL FESTIVAL OF FLOWERS
"SEMINARS AND DEMONSTRATION VENUE" TO BE HELD MARCH 11TH
THRU 13TH, 2022 AT THE CATHEDRAL SQUARE

Amount of Contract:

\$4,000.00

Funding Source

Project # DSC-04 / 10041020-42080 AND DSC-06 / 10041020-42080 **Discretionary Funds** DSC-04 AND DSC-06

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	2/3/2022 - 10:32 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Submitted by:

John Peavy

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

Public
Service

Gauthier, Lana

Approved

2/2/2022 - 2:43
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Submitted by:

Jim DeLapp

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

2/3/2022 - 1:40
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Submitted by:

Shonnda Smith
Senior Director of Parks and Recreation

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Parks and Recreation Employee of the Month for February Marcus Roberts

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
Parks and Recreation Gauthier, Lana	Approved	2/3/2022 - 1:38 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Submitted by:

Nick Amberger, City Engineer - Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilmembers William Carroll and Gina Gregory

Purpose and Scope of Project:

Authorize Amendment to Agreement for Contract with Southern Earth Sciences, Inc. for Professional Services for annual sampling requirements for both Bates C & D Landfill and Hickory Street Landfill, \$56, 538.90 (sponsored by Mayor Stimpson and Councilmembers Carroll and Gregory) (submitted by Nick Amberger, Engineering Department).

Amount of Contract:

56,538.90

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:3121

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

Engineering Amberger, Nick

Approved

2/3/2022 - 12:57 PM

Capital Rhodes, Brenda

Approved

2/3/2022 - 1:39 PM

Legal Kern, Chris

Approved

2/3/2022 - 2:27 PM

Mayors Office Mayhall, David

Approved

2/3/2022 - 3:07 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Postmark Ink Incorporated for printing and mailing of business license renewals.

General fund.

Amount of Contract:

\$24,317.37

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220131 Postmark Agenda Package POs	Cover Memo	1/31/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Mayhall, David	Approved	2/3/2022 - 3:05 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>5199</u>	2022	(2570) REVENUE	PRINTING AND MAILING OF ANNUAL BUSINESS LICENSE RENEWAL FORMS (SEALED BID 5353)	\$24,317.37	<u>(278663)</u> <u>POSTMARK INK INCORPORATED</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005199-00 FY 2022 Acct No: 1000.60.25.2570.2570.2500.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 1
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Vendor
 POSTMARK INK INCORPORATED
 755 MIDDLE ST

FAIRHOPE, AL 36532

Tel#251-928-1095
 Fax 251-928-1057

Ship To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644
 LETITIA.LEWIS@CITYOFMOBILE.ORG

Delivery Reference
 LETITIA TRENIER

Deliver To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/27/22	278663	01/31/22			REVENUE

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

001 AS PER MY BID # 5353 AND YOUR QUOTE REV LICENSE, 8-1/2X11 LASER PRINTED WITH ENVELOPE, PLUS A 7-1/2"X5-1/2" OFFICE COPY, PRINTED WITH EACH YEAR'S RESPECTIVE COLOR INK, PRICE INCLUDES POSTAGE. Additional Description Notes	935.00 EACH	0.65970	616.82
--	----------------	---------	--------

INSURANCE RENEWAL NOTICES 935

Vendor Item

Inventory Item/Loc 12426

The Above Line Item Is Required By: 03/17/20

1 1000.60.25.2570.2570.2500.0000.0000.44020.	616.82
--	--------

Ship To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644
 Delivery Reference
 LETITIA TRENIER

Deliver To
 REVENUE
 205 GOVERNMENT STREET

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005199-00 FY 2022 Acct No: 1000.60.25.2570.2570.2500.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 2
--	--	--------

Vendor
 POSTMARK INK INCORPORATED
 755 MIDDLE ST

FAIRHOPE, AL 36532

Tel#251-928-1095
 Fax 251-928-1057

Ship To
 REVENUE
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 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/27/22	278663	01/31/22			REVENUE

LN	Description / Account	Qty	Unit Price	Net Price
	2ND FLR S TOWER ROOM 243 MOBILE, AL 36644			

002	REVENUE, LI-ANNUAL BUSINESS LICENSE RENEWAL FORMS PACKAGE, EACH PACKAGE CONSISTS OF 8-1/2 X 11 SHEETS WITH ENVELOPE AND RETURN ENVELOPE. Vendor Item Inventory Item/Loc 12407	20468.00 THOUSAND	0.65971	13502.94
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1	1000.60.25.2570.2570.2500.0000.0000.44020.			13502.94
---	--	--	--	----------

Ship To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644
 Delivery Reference
 LETITIA TRENIER

Deliver To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644

003	REV LICENSE, 8-1/2X11 LASER PRINTED WITH ENVELOPE, PLUS A	638.00 EACH	0.65970	420.89
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005199-00 FY 2022 Acct No: 1000.60.25.2570.2570.2500.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 3
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Vendor
POSTMARK INK INCORPORATED
755 MIDDLE ST

FAIRHOPE, AL 36532

Tel#251-928-1095
Fax 251-928-1057

Ship To
REVENUE
205 GOVERNMENT STREET
2ND FLR S TOWER ROOM 243
MOBILE, AL 36644
LETITIA.LEWIS@CITYOFMOBILE.ORG

Delivery Reference
LETITIA TRENIER

Deliver To
REVENUE
205 GOVERNMENT STREET
2ND FLR S TOWER ROOM 243
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/27/22	278663	01/31/22			REVENUE

LN	Description / Account	Qty	Unit Price	Net Price
7-1/2"X5-1/2"	OFFICE COPY, PRINTED WITH EACH YEAR`S RESPECTIVE COLOR INK, PRICE INCLUDES POSTAGE. Additional Description Notes			

RESIDENTIAL RENTAL RENEWAL NOTICES 638
Vendor Item
Inventory Item/Loc 12426

1	1000.60.25.2570.2570.2500.0000.0000.44020.			420.89
---	--	--	--	--------

Ship To
REVENUE
205 GOVERNMENT STREET
2ND FLR S TOWER ROOM 243
MOBILE, AL 36644
Delivery Reference
LETITIA TRENIER

Deliver To
REVENUE
205 GOVERNMENT STREET
2ND FLR S TOWER ROOM 243
MOBILE, AL 36644

004	POSTAGE	1.00 PACKAGE	9776.72000	9776.72
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1	1000.60.25.2570.2570.2500.0000.0000.44020.			9776.72
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005199-00 FY 2022 Acct No: 1000.60.25.2570.2570.2500.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 4
--	--	--------

Vendor
POSTMARK INK INCORPORATED
755 MIDDLE ST

FAIRHOPE, AL 36532

Tel#251-928-1095
Fax 251-928-1057

Ship To
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/27/22	278663	01/31/22			REVENUE

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
REVENUE
205 GOVERNMENT STREET
2ND FLR S TOWER ROOM 243
MOBILE, AL 36644
Delivery Reference
LETITIA TRENIER

Deliver To
REVENUE
205 GOVERNMENT STREET
2ND FLR S TOWER ROOM 243
MOBILE, AL 36644

Requisition Link

Requisition Total	24317.37
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.60.25.2570.2570.2500.0000.0000.44020.	24317.37	82389.78
REVENUE EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Approved	01/30/22	DONNA BRYARS	
Forward	01/30/22	JOHN PAINE	f
Queued	01/30/22	DONNA MICHELE STANLEY	f
Queued	01/30/22	DONALD ROSE	f
Queued	01/30/22	SANDRA LEWIS	f

=====	=====
Bill To	Requisition 00005199-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.60.25.2570.2570.2500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released
	Page 5
=====	=====

Vendor
POSTMARK INK INCORPORATED
755 MIDDLE ST

FAIRHOPE, AL 36532

Tel#251-928-1095
Fax 251-928-1057

Ship To
REVENUE
205 GOVERNMENT STREET
2ND FLR S TOWER ROOM 243
MOBILE, AL 36644
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Delivery Reference
LETITIA TRENIER

Deliver To
REVENUE
205 GOVERNMENT STREET
2ND FLR S TOWER ROOM 243
MOBILE, AL 36644

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
01/27/22	278663	01/31/22			REVENUE
-----	-----	-----	-----	-----	-----

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

Authorized By: _____ Date: _____
Signature

TABULATION SHEET, BID # 5353

OFF PREMISE COMPUTER GENERATED FORMS

	RENEWEL FORM	BUSINESS LICENSE	DISCREPANCY NOTICE
FORM SOLUTIONS INC	.69	.69	.69
GENTRY BUSINESS FORMS	NO BID		
J O ACREE	NO BID		
POSTMARK INC	.60922	.65971	.60535
SOURCE ONE LEGAL COPY	.83	.75	.75

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:

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

**Purchasing Department
and Package Delivery:**

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

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

Typed by: mns Buyer: 004

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
11/12/2019	5353	Revenue	As Directed

This bid must be received and stamped by the Purchasing office not later than: 10:30 A.M. Tuesday, November 26, 2019

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 18,000 to 20,000	OFF PREMISE COMPUTER GENERATED LICENSE RENEWAL FORM Renewal form is 8 ½ x 11. Price to include (1) form, (2) #10 window envelope, (3) postage, and (4) artwork changes. Quote is to be furnished as a "per package" quote including items above. This bid is to be awarded on a price per each form package with approximate usage of 18,000 License Renewal Forms and must be mailed by December 28 th . Price per each forms package _____					
	CITY OF MOBILE BUSINESS LICENSES Off Premise Computer Generated Business Licenses. Licenses to be printed monthly with minimum quantity to be 500 per print run. Size of license to be 8 ½ x 11 with standard #10 window envelope. Office copy to be furnished for each license that is printed, as a PDF sent via secure site.					
			TOTAL			

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

Page _____ of _____

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BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 At the option of the City of Mobile and the successful vendor, the award of this bid may be extended up to 2 additional 1-year periods. 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. Samples of package, more detailed space and explanation of colors and artwork can be obtained from Gwen Hall in the Revenue Department at 251-208-7111. Vendor will be responsible to drop forms packages at Post Office. Vendor must have local office. Address of local office _____ TO BE AWARDED ALL OR NONE.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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



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:2/8/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to SHI International Inc for one year of Terranova security awareness training ultimate bundle.

General fund.

Amount of Contract:

\$15,597.92

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220131 SHI Agenda Package POs	Cover Memo	1/31/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Mayhall, David	Approved	2/3/2022 - 3:05 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>5178</u>	2022	(5000) INFORMATION TECHNOLOGY	ONE YEAR TERRANOVA SECURITY AWARENESS TRAINNG ULTIMATE BUNDLE (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$15,597.92	<u>(272641) SHI INTERNATIONAL CORP</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005178-00 FY 2022 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/27/22	272641	01/28/22			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

PER SOURCEWELL CONTRACT #081419-SHI
AND QUOTE #21518883.

EMAIL PURCHASE ORDER TO:
Jeremy_Neff@SHI.com
SOUTHEASTTEAMGOV@SHI.COM

001	1-800-715-3197 SECURITY AWARENESS PROGRAM WITH PHISHING-ULTIMATE BUNDLE, TERRANOVA WORLDWIDE CORPORATION- PART#: CONTRACT NAME: SOURCEWELL-TECHNOLOGY CATALOG SOLUTIONS CONTRACT#:081419-SHI, NOTE:UNLIMITED ASSETS	1.00 EACH	15597.92000	15597.92
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1	1000.10.23.5000.5000.5000.0000.0000.42150.			15597.92
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 CHATU

Deliver To
 MIT

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005178-00 FY 2022 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/27/22	272641	01/28/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	651 CHURCH STREET MOBILE, AL 36602			

Requisition Link

Requisition Total 15597.92

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150.		
INFORMATION TECHNOLOGY EXP	15597.92	1077032.58
MAINTENANCE & REPAIRS		

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

Activity	Date	Clerk	Comment
Approved	01/27/22	MARK PEARSON	Auto approved by: 91057606
Approved	01/27/22	SCOTT KEARNEY	
Forward	01/27/22	JOHN PAINE	j
Approved	01/29/22	DONNA MICHELE STANLEY	Auto approved by: 9105fo1a
Approved	01/29/22	DONALD ROSE	Auto approved by: 9105fo1a
Approved	01/29/22	SANDRA LEWIS	Auto approved by: 9105fo1a
Approved	01/29/22	ANNE FOLEY	

Authorized By: _____ Date: _____
Signature

**Solicitation Number: RFP#081419****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **SHI International Corp.**, 290 Davidson Ave., Somerset, NJ 08873 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 30, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. "Equipment" and "Products" shall mean the third party software, computer peripherals, computer hardware, and associated IT services resold by Vendor and provided by third parties. "Services" shall mean all professional services provided by Vendor under a Scope of Work. "Scope of Work" or "SOW" shall mean a document mutually agreed upon between the Vendor and the Member that references these terms and conditions and describes the Services

to be provided the associated schedule and price and any special conditions applicable to that SOW.

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

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

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. Vendor warrants that the Services are free from material defects for ninety (90) days commencing with final acceptance of the Services unless otherwise specified in a SOW (the "Warranty Period"). Member agrees to look solely to the manufacturer to reach a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is provided to Vendor from the manufacturer of the Product will be passed on to the Member. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED, HEREUNDER VENDOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY A MANUFACTURER.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

apparent at the time of delivery, Vendor may permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members, in accordance with Vendor's Return Policy at www.shi.com/returnpolicy. Members reserve the right to inspect the Equipment and Products within 3 business days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition subject to Vendor's Return Policy.

In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member subject to Vendor's Return Policy.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The

new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

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

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

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

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and

conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcwell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcwell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcwell and its Members, including their agents and employees, harmless from any third party claims or causes of action, including attorneys' fees, arising out of the Vendor's negligence, willful misconduct, or violation of law, in the course of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by Vendor under this Contract.

NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NEITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT TORT OR OTHER THEORY WILL EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY SOURCEWELL TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.

12. AUDITS

Sourcewell reserves the right to review the financial books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract upon thirty (30) days' advance notice to Vendor. Audits may not take place more than once during a twelve (12) month period. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Services by Sourcewell or its Members performed by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

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

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

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

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. If the default remains after the opportunity for cure, the non-defaulting party may:

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles

in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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

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

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

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

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

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

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

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

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

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

the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

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

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

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this

Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

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

24. CANCELLATION

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

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 11/11/2019 | 11:33 AM CST

SHI International Corp.

DocuSigned by:
By: Kristina Mann
2A3B1E59B06C459...
Aimee Ballenger
Title: Public Program Manager
Date: 11/12/2019 | 8:35 AM CST

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/11/2019 | 11:12 AM CST

RFP#081419 - Technology Catalog Solutions

Vendor Details

Company Name: SHI International
Address: 290 Davidson Ave.
Somerset, NJ 08873
Contact: Aimee Ballenger
Email: aimee_ballenger@shi.com
Phone: 678-708-3906
HST#: 22-3009648

Submission Details

Created On: Thursday June 27, 2019 20:01:55
Submitted On: Tuesday August 13, 2019 20:57:55
Submitted By: Aimee Ballenger
Email: aimee_ballenger@shi.com
Transaction #: de73d79e-ac55-45de-8aa6-01abc94b3ead
Submitter's IP Address: 161.69.112.12

SHI Proposed Pricing - Sourcewell RFP # 081419 Technology Catalog Solutions

Product Groups	SHI Discount off Advertised List Price
Desktops	4.50%
Notebooks	4.50%
Tablets	4.50%
Servers	4.50%
Group 2 Input Devices	4.50%
Group 3 Output Devices	4.50%
Group 4 Memory	4.50%
Group 5 -Storage Devices	4.50%
Group 6 Network Equipment	4.50%
Group 7 Software	4.50%
Group 8 - Media Supplies	4.50%
Group 9 - Collaboration & IP Telephony	4.50%
Group 10 - Other	4.50%

Services Rates*	T&M Rate/Hour
Project Manager	\$125
Sr. Project Manager	\$175
Consultant - End User Solutions Group	\$175
Consultant - Security Solutions Group	\$225
Solutions Architect - End User Solutions	\$200
Solutions Architect - Data Center Solutions	\$225
Sr. Solution Architect - Security Solution Group	\$275
Sr. Solution Architect - Data Center Solutions	\$250
Cloud Developer	\$100
Senior Cloud Developer	\$240
Cloud Solutions Architect	\$250

* pricing is a sample and can vary on location, minimum billing requirements and other relevant variables. These rates do not include travel expenses.

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



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

Rachel Laurie Riddle
Chief Examiner

November 5, 2021

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Sourcewell related to “public works,” as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department’s review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

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

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Williams S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order for recognition software for MPD Cyber Division.

General fund.

Amount of Contract:

\$42,400.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220202 First Agenda Package POs	Cover Memo	2/2/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Mayhall, David	Approved	2/3/2022 - 3:07 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>5226</u>	2022	(1545) POLICE CYBER DIVISION	RECOGNITION SOFTWARE ANNUAL RENEWAL (SOLE SOURCE, SECURITY/SAFETY 41-16-51(A)15))	\$42,400.00	<u>(295490) TECH VENDOR</u>

Adopted:

City Clerk

Bill To	Requisition 00005226-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1

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

MOBILE, AL 36602
KEVIN.LEVY@CITYOFMOBILE.ORG

UNITED STATES
Tel#

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

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/22	295490				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	LICENSE RENEWAL PER INVOICE #2533 FOR SOFTWARE ON PO #18013868. LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes	1.00 EACH	42400.00000	42400.00
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License Subscription Renewal - Platform License for Jan 1, 2022 - December 31, 2022.

Vendor Item
Inventory Item/Loc 1723

1	1000.30.15.1530.1545.1530.0000.0000.42140.	42400.00
---	--	----------

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

[Requisition Link](#)

Requisition Total	42400.00
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***** General Ledger Summary Section *****
Account

Amount Remaining Budget

Bill To	Requisition 00005226-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 2

Vendor

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

MOBILE, AL 36602
KEVIN.LEVY@CITYOFMOBILE.ORG

UNITED STATES
Tel#

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

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/22	295490				POLICE CYBER DIVISION

Account	Amount	Remaining Budget
1000.30.15.1530.1545.1530.0000.0000.42140.		
	42400.00	
POLICE CYBER DIVISION EXP	NON CONTRACTUAL SERVICES	

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

Activity	Date	Clerk	Comment
Forward	01/30/22	JOHN PAINE	S
Approved	02/02/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	02/02/22	DONALD ROSE	Approved by: 9105fola
Approved	02/02/22	SANDRA LEWIS	Auto approved by: 910516727
Approved	02/02/22	ANNE FOLEY	Auto approved by: 910516727
Approved	02/02/22	ANNE FOLEY	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to ProtecVideo LLC for annual renewal of software and cloud storage licenses for MPD Cyber surveillance cams.

General fund.

Amount of Contract:

\$167,412.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220203 Protec Agenda Package POs	Cover Memo	2/3/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Mayhall, David	Approved	2/3/2022 - 3:07 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>5225</u>	2022	(1545) POLICE CYBER DIVISION	ANNUAL SOFTWARE AND CLOUD STORAGE LICENSE RENEWALS FOR MPD CYBER SURVEILLANCE CAMS (BID EXEMPT AS SOLE SOURCE, SECURITY/ SAFETY)	\$167,412.00	(294102) <u>PROTECVIDEO</u> <u>LLC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00005225-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
=====	=====

Vendor
 PROTECVIDE LLC
 P O BOX 25

 STOCKTON, AL 36579

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

 MOBILE, AL 36602
 KEVIN.LEVY@CITYOFMOBILE.ORG

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

 MOBILE, AL 36602

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
01/28/22	294102				POLICE CYBER DIVISION
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

NO SUBSTITUTIONS - MUST BE THIS VENDOR TO INCLUDE EXISTING DATA, SERVICES, AND CONNECTIONS PRESENTLY STORED AND INSTALLED. THIS IS THE ANNUAL RENEWAL. LAW ENFORCEMENT SENSITIVE INFORMATION PER KEVIN LEVY.

001	LICENSE FOR SOFTWARE AS SPECIFIED:	1.00	167412.00000	167412.00
	Additional Description Notes	EACH		

To Include The Following:

- (a) Camera Service Renewal = \$22,572.00
 - (b) Cloud Service - Specialized Cameras = \$3,720.00
 - (c) Camera Service Renewal - = \$141,120.00
- Vendor Item
 Inventory Item/Loc 1723

1	1000.30.15.1530.1545.1530.0000.0000.42140.	167412.00
---	--	-----------

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005225-00 FY 2022 Acct No: 1000.30.15.1530.1545.1530.0000.0000.42140. Review: Buyer: 9105fo1a Status: Approved
--	---

Page 2

Vendor PROTECVIDE0 LLC P O BOX 25 STOCKTON, AL 36579	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
---	---

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/22	294102				POLICE CYBER DIVISION

LN Description / Account	Qty	Unit Price	Net Price
455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Requisition Link

Requisition Total 167412.00

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

Account	Amount Remaining Budget
1000.30.15.1530.1545.1530.0000.0000.42140.	167412.00
POLICE CYBER DIVISION EXP	NON CONTRACTUAL SERVICES

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

Activity	Date	Clerk	Comment
Forward	01/30/22	JOHN PAINE	s
Approved	02/01/22	DONNA MICHELE STANLEY	Auto approved by: 9105fo1a
Approved	02/01/22	DONALD ROSE	Auto approved by: 9105fo1a
Approved	02/01/22	SANDRA LEWIS	Auto approved by: 9105fo1a
Approved	02/01/22	ANNE FOLEY	
Approved	02/01/22	ANNE FOLEY	Auto approved by: 9105fo1a

Authorized By: _____ Date: _____
Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve item-based bid award to Gwins Stationery and Engraving Inc for printing of banners, posters, and postcards.

General fund.

Amount of Contract:

N/A to be purchased at unit prices indicated

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220203 Printing Agenda Package Bids	Cover Memo	2/3/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Mayhall, David	Approved	2/3/2022 - 3:04 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 Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
<u>5643</u>	PRINTING BANNERS, POSTERS, POSTCARDS	7	SEE BID TAB FOR UNIT PRICES	6 months, renewable for 5 additional six month periods.	<u>(79615) GWINS</u> <u>STATIONERY &</u> <u>ENGRAVING INC</u>

Adopted:

City Clerk

BID TABULATION FOR BID #5643

PRINTING BANNERS, POSTERS, POSTCARDS

[illegible]



ADDENDUM

JANUARY 20, 2022

RE: City of Mobile Bid #5643 for Multicolored Vinyl Banners

Please consider the following to be addendum to City of Mobile Bid #5643 for MULTICOLORED VINYL BANNERS.

ADD

All items are to be completed no later than 7 calendar days from receipt of proof.

DELETE

Item #7 description 4' x 6' postcard printed on one side. Artwork will be provided by city for each run of postcards to be packaged in stacks of 100.
Approx 1-1000.

REPLACE WITH

Item #7 description 4" x 6" postcard printed on one side. Paper will be 100LB gloss. Artwork will be provided by city. Postcards to be packaged in stacks of 100.
Approx 1-6000.

If you have any questions please feel free to contact us at purchasing@cityofmobile.org.

Sincerely,


John Paine
Purchasing Agent
City of Mobile

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

This is Not an Order

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

Typed by: sd

Buyer: 005

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:
1/6/2022	5643	VARIOUS	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:00 PM, Thursday, January 27, 2022

		1230 P.M., Thursday, January 21, 2010				
QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	MULTICOLORED VINYL BANNERS					
Appx 1-1000	MULTI-COLOR VINYL BANNER 8’X 4’ WITH 12 GROMMETS EVENLY SPACED WITH 5 ON TOP, 5 ON BOTTOM, AND 1 ON EACH SIDE. THE CITY WILL PROVIDE CAMERA READY ARTWORK FOR EACH BANNER. PROOF WILL BE REQUIRED BEFORE PRINTING.					
	PRICE PER BANNER_____					
Appx 1-1000	MULTI-COLOR VINYL BANNER 8’X 3’ WITH 12 GROMMETS EVENLY SPACED WITH 5 ON TOP, 5 ON BOTTOM, AND 1 ON EACH SIDE. THE CITY WILL PROVIDE CAMERA READY ARTWORK FOR EACH BANNER. PROOF WILL BE REQUIRED BEFORE PRINTING.					
	PRICE PER BANNER_____					
Appx 1-1000	MULTI-COLOR VINYL BANNER 8’X 8’ WITH 16 GROMMETS EVENLY SPACED WITH 6 ON TOP, 6 ON BOTTOM, AND 2 ON EACH SIDE. THE CITY WILL PROVIDE CAMERA READY ARTWORK FOR EACH BANNER. PROOF WILL BE REQUIRED BEFORE PRINTING.					
	PRICE PER BANNER_____					
			TOTAL			

Page 1 of 4

**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 4					
Appx 1-1000	MULTI-COLOR 13 OZ VINYL BANNER 5'X 5' WITH GROMMETS EVENLY SPACED WITH ON TOP, ON BOTTOM, AND 1 ON EACH SIDE. THE CITY WILL PROVIDE CAMERA READY ARTWORK FOR EACH BANNER. PROOF WILL BE REQUIRED BEFORE PRINTING. PRICE PER BANNER _____ ABOVE FOUR ITEMS TO BE AWARDED ALL OR NONE. THE FOLLOWING 2 ITEMS TO BE AWARDED ALL OR NONE.					
Appx 1-1000	11'X 17' PRINTED ON ONE SIDE FULL COLOR GLOSSY POSTER STOCK 80# FULL COLOR WITH BLEEDS. CAMERA READY ARTWORK WILL BE PROVIDED BY CITY FOR EACH RUN OF POSTERS. PRICE PER POSTER _____					
Appx 1-1000	24'X 36' PRINTED ON ONE SIDE FULL COLOR GLOSSY POSTER STOCK 80# FULL COLOR WITH BLEEDS. CAMERA READY ARTWORK WILL BE PROVIDED BY CITY FOR EACH RUN OF POSTERS. PRICE PER POSTER _____ ABOVE TWO ITEMS TO BE AWARDED ALL OR NONE. THE FOLLOWING ITEM TO BE AWARDED ALL OR NONE.					
Appx 1-1000	4'X 6' POSTCARD PRINTED ON ONE SIDE. ARTWORK WILL BE PROVIDED BY CITY FOR EACH RUN OF POSTCARDS TO BE PACKAGED IN STACKS OF 100. PRICE PER POSTCARD _____ Vendor shall not change font without permission of Purchasing Dept. Printed signs to be delivered less than seven (7) days after notification. Finished product, unless specified otherwise, will be delivered to user Department.					
			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 4 All quantities purchased will be based on an as needed basis by City Departments. Initial order to be as stated pricing shall be firm for additional orders, quantities. Vendor is responsible to provide all materials and labor. Prices quoted on this bid are to be held firm for a period of six (6) months from date of award. At the option of the successful bidder and the City of Mobile, the prices may be extended for five (5) more six (6) month periods. All pricing shall be delivered pricing, FOB Mobile, Alabama. The City of Mobile will not add freight charges, fuel surcharges, handling charges, etc., after the fact. Samples: City may request a sample of an item for evaluation. Vendor to provide sample upon request. City of Mobile Business Licence may be required. See Item 14 on reverse of page 1. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number)					
			TOTAL			

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

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Page _____ of _____

260



PURCHASING DEPARTMENT

Potential vendors are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the VENDOR to check for, download, and include with their PROPOSAL any and all ADDENDUMS that are issued for a specific REQUEST FOR PROPOSAL published by the City of Mobile. Failure to download and include ADDENDUMS in your PROPOSAL may cause your proposal to be rejected.

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

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

Any response that arrives improperly marked or with no proposal 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 vendor to insure that their response is delivered to and received in the Purchasing Department before the date and time of the opening.

Be sure to read the Terms and Conditions.

Be sure to sign your proposal!

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

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve item-based bid award for printing of corrugated plastic sheet signs with stands.

General funds.

Amount of Contract:

N/A to be purchased at unit prices indicated

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220203 Signs Agenda Package Bids	Cover Memo	2/3/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Mayhall, David	Approved	2/3/2022 - 3:08 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 Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
<u>5640</u>	PRINTING CORRUGATED PLASTIC SHEET SIGNS WITH STANDS	21	SEE BID TAB FOR UNIT PRICES	6 months, renewable for 5 additional six- month periods.	<u>((294915) IMAGE 360 WEST MOBILE; DESIGN DISPLAY, INC</u>

Adopted:

City Clerk

BID TABULATION FOR BID #5640

COROPLAST SIGNS WITH STANDS

QUANTITY	DESCRIPTION	ADDENDUM #2	Image 360 Local Preference	Big Apple	Calagaz Printing	Elite Textile Trading LLC	i2 Visual, Inc	Design Display, Inc	J O Acree Co NO BID
	4 MM WHITE CORRUGATED PLASTIC SIGN. WIDTH 24" HEIGHT 18" PRINTED ONE SIDE WITH BLACK INK. PROOF WILL BE REQUIRED BEFORE PRINTING "H" STAND WILL BE INCLUDED IN THE PRICE OF EACH SIGN					Bid rejected due to excessive amount of time for delivery. Our ARO is 7 days after proof			
0-25			\$ 11.00	\$ 15.00	\$ 15.58		\$ 9.00	\$ 7.50	
25-50			\$ 9.87		\$ 15.58		\$ 9.00	\$ 7.50	
50-75			\$ 8.50		\$ 11.24		\$ 9.00	\$ 7.50	
75-100			\$ 6.70		\$ 11.16	\$ 4.51	\$ 9.00	\$ 7.50	
100-200			\$ 5.70		\$ 8.86	\$ 4.33	\$ 8.75	\$ 6.00	
200-500			\$ 5.00		\$ 8.12	\$ 4.13	\$ 8.50	\$ 6.00	
500-1000			\$ 4.00		\$ 7.68	\$ 4.08	\$ 8.25	\$ 5.55	
	4 MM WHITE CORRUGATED PLASTIC SIGN. WIDTH 24" HEIGHT 18" PRINTED BOTH SIDES WITH 2 COLOR INK. PROOF WILL BE REQUIRED BEFORE PRINTING "H" STAND WILL BE INCLUDED IN THE PRICE OF EACH SIGN								
0-25			\$ 13.00	\$ 15.00	\$ 22.28		\$ 15.50	\$ 9.00	
25-50			\$ 12.00		\$ 22.28		\$ 15.50	\$ 9.00	
50-75			\$ 10.72		\$ 15.72		\$ 15.50	\$ 9.00	
75-100			\$ 10.50		\$ 15.68	\$ 5.66	\$ 15.50	\$ 9.00	
100-200			\$ 9.36		\$ 11.58	\$ 5.45	\$ 15.00	\$ 7.50	
200-500			\$ 8.35		\$ 11.12	\$ 5.39	\$ 14.75	\$ 7.50	
500-1000			\$ 8.30		\$ 11.48	\$ 5.26	\$ 14.50	\$ 6.90	
	4 MM WHITE CORRUGATED PLASTIC SIGN. WIDTH 24" HEIGHT 18" PRINTED BOTH SIDES WITH BLACK INK. PROOF WILL BE REQUIRED BEFORE PRINTING "H" STAND WILL BE INCLUDED IN THE PRICE OF EACH SIGN								
0-25			\$ 12.00	\$ 14.00	\$ 16.38		\$ 13.50	\$ 9.00	
25-50			\$ 10.00		\$ 16.38		\$ 13.50	\$ 9.00	
50-75			\$ 9.00		\$ 11.94		\$ 13.50	\$ 9.00	
75-100			\$ 7.70		\$ 11.86	\$ 5.66	\$ 13.50	\$ 9.00	
100-200			\$ 6.60		\$ 9.34	\$ 5.45	\$ 13.25	\$ 7.50	
200-500			\$ 5.36		\$ 8.89	\$ 5.39	\$ 13.00	\$ 7.50	
500-1000			\$ 4.84		\$ 8.44	\$ 5.26	\$ 12.75	\$ 6.90	
* BIDDER HAS BEEN EXCLUDED DUE TO THE EXCESSIVE AMOUNT OF TIME OF PRODUCTION AND DELIVERY THEY REPORTED 50-90 DAYS ARO									
* SAME PRICE FOR LOCAL VENDOR AND OUT OF TOWN VENDOR, WE ISSUED LOCAL PREFERENCE TO LOCAL VENDOR									

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: sd Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
12/20/2021	5640	VARIOUS	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:00 PM, FRIDAY, January 14, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	CORAPLAST SIGNS WITH STANDS					
Appx 1 to 100	4MM WHITE CORRUGATED PLASTIC SIGN. WIDTH 24" HEIGHT 18" PRINTED ONE SIDE WITH BLACK INK. PROOF WILL BE REQUIRED BEFORE PRINTING. "H" STAND WILL BE INCLUDED IN THE PRICE OF EACH SIGN. PRICE PER SIGN _____					
Appx 12000 to 15000	4MM WHITE CORRUGATED PLASTIC SIGN. WIDTH 24" HEIGHT 18" PRINTED BOTH SIDES WITH 2 COLOR INK. PROOF WILL BE REQUIRED BEFORE PRINTING. "H" STAND WILL BE INCLUDED IN THE PRICE OF EACH SIGN. PRICE PER SIGN _____					
Appx 12000 to 15000	4MM WHITE CORRUGATED PLASTIC SIGN. WIDTH 24" HEIGHT 18" PRINTED BOTH SIDES WITH BLACK INK. PROOF WILL BE REQUIRED BEFORE PRINTING. "H" STAND WILL BE INCLUDED IN THE PRICE OF EACH SIGN. PRICE PER SIGN _____					
TO BE AWARDED ON AN ITEM BASIS						
Page 1 of 3						
			TOTAL			

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

Page _____ of _____

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Page _____ of _____

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PURCHASING DEPARTMENT

Potential vendors are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the VENDOR to check for, download, and include with their PROPOSAL any and all ADDENDUMS that are issued for a specific REQUEST FOR PROPOSAL published by the City of Mobile. Failure to download and include ADDENDUMS in your PROPOSAL may cause your proposal to be rejected.

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

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

Any response that arrives improperly marked or with no proposal 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 vendor to insure that their response is delivered to and received in the Purchasing Department before the date and time of the opening.

Be sure to read the Terms and Conditions.

Be sure to sign your proposal!

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

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Submitted by:

Lawrence Battiste, Public Safety

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To authorize and execute a professional services contract, by and between the City of Mobile and Danielle Baca, in the amount of \$48,500.00 per year, with funding provided by The American Rescue Plan (ARP).

Amount of Contract:

\$48,500.00

Funding Source

Project #

Discretionary Funds

Project String G-ARPGUNV.PROFTECHNC

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	2/2/2022 - 12:41 PM
Legal	Kern, Chris	Approved	2/3/2022 - 2:25 PM
Legal	Kern, Chris	Approved	2/3/2022 - 2:25 PM
Mayors Office	Mayhall, David	Approved	2/3/2022 - 3:07 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Submitted by:

Lawrence Battiste, Public Safety

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize contract with Joshua Jones as Youth Violence Prevention Coordinator, \$65,000.00 per year, for a period of three (3) years, with funding from The American Rescue Plan (ARP).

Amount of Contract:

\$65,000.00

Funding Source

Project #

Discretionary Funds

Project String G-ARPGUNV.PROFTECHNC

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	2/3/2022 - 1:33 PM
Legal	Kern, Chris	Approved	2/3/2022 - 2:23 PM
Legal	Kern, Chris	Approved	2/3/2022 - 2:23 PM
Mayors Office	Mayhall, David	Approved	2/3/2022 - 3:08 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Submitted by:

Jennifer Greene
Director of Programs and Project Management

Sponsored by:

Mayor William S. Stimpson and Councilwoman Gina Gregory

Purpose and Scope of Project:

This Construction Agreement between the State of Alabama acting through the Department of Transportation and the City of Mobile, allowing us to accept receive federal funds in the amount of \$400,000.00 from the Transportation Alternatives Program for implementation of the Mobile Greenway Initiative: Three Mile Creek Greenway Trail (Segment 1). \$100,000 in matching funds is allocated from our capital account (C0526).

The grant application was originally submitted in August 2021 and approved by the Council for the Grant application. This project builds on an ongoing, multi-segment trail project along the bank of Three Mile Creek. This funding is specified for the construction of the ADA compliant biking and pedestrian path (non-motorized and multi-purpose) along Three Mile Creek from the Japanese Gardens along the north side of the creek to the Canadian National railroad trestle crossing, south of Steven's Lane.

Amount of Contract:

\$400,000

Effective Date of Contract:

2/7/2022

Funding Source

Project # GREENWAY TRAIL SEC 1 & 2 C0526 **Discretionary Funds** N/A

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

Budget Amendment REDUCE N/A INCREASE N/A

Grant Funds \$400,000 **Matching Funds** \$100,000

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	2/2/2022 - 5:14 PM
Capital	Hollins, Tiffany	Approved	2/3/2022 - 8:56 AM
Legal	Kern, Chris	Approved	2/3/2022 - 2:28 PM
Mayors Office	Mayhall, David	Approved	2/3/2022 - 3:07 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Sponsored by:

Councilmember Daves

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
City Clerk Gauthier, Lana	Approved	2/2/2022 - 3:01 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Samuel Wilson

Amount of Contract:

n/a

Effective Date of Contract:

2/8/2022

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Samuel Wilson

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	1/28/2022 - 11:57 AM
Legal	Kern, Chris	Approved	1/28/2022 - 12:59 PM
Mayors Office	Mayhall, David	Approved	2/3/2022 - 3:08 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Sponsored by:

Councilmember C.J. Small

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
City Clerk Gauthier, Lana	Approved	2/2/2022 - 11:59 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/8/2022

Sponsored by:

Councilmember Gregory

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/2/2022 - 1:51 PM