



AGENDA

MOBILE CITY COUNCIL MEETING

Tuesday, February 2, 2021, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Dr. Sterling Boykin, Ashland Place United Methodist Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Tony Pope for a waiver of the Noise Ordinance in Bienville Square on every Saturday and Sunday in February from 1:00-5:00 p.m. (District 2).

Request of Tamara Wallace, 100 Cody Road South, for a waiver of the Noise Ordinance on February 14, 2021, from 11:00 a.m.-10:00 p.m. (District 7).

Request of Corlem, LLC, for a waiver of the Noise Ordinance at 564 Dauphin Street on February 5, 2021, from 7:00-10:30 p.m. (District 2).

10. PUBLIC HEARINGS

Public hearing to rezone property located at 1590 & 1574 St. Stephens Road and 1563 Basil Street (northwest corner of St. Stephens Road and Dunbar Street, extending to the west terminus of Basil Street) from B-3 and R-1 to B-3 (District 2).

Public hearing to rezone property located at 4583 Cypress Business Park Drive (west side of Cypress Business Park Drive, extending to the east side of Interstate 10) from B-3 and B-5 to B-5 (Office Distribution District) (District

4).

Public hearing to declare the structure at 2762 Thompson Drive North a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 1907 St. Monica Drive a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 854 Pettus Street a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 1709 Marengo Drive a public nuisance and order it demolished (District 4).

Public hearing to declare the structure at 4241 Furman Drive a public nuisance and order it demolished (District 4).

Public hearing to declare the structure at 714 Iris Avenue a public nuisance and order it demolished (District 5).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Karlos Finley

Eric Finley

Dr. Raoul Richardson

Terry Mitchell

ESSENTIAL/COVID 19 ITEMS HELD OVER

07-043 Ordinance pertaining to animal tethering (sponsored by Councilmember Richardson).

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

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

08-043 Approve purchase order to Emergency Equipment Professional, Inc. for four Pierce fire pumper trucks, \$2,306,628.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-044 Approve purchase order to NXTWALL, LLC for architectural wall

system for West Regional Library Teen Room, \$47,043.87 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-045 Approve purchase order to Persons Services Corp. for 14 room decontamination systems, \$244,059.26 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

21-046 Authorize contract with Spire, LLC for marketing services for the Parks & Recreation Department, NTE \$50,000.00 (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Parks & Recreation Department).

21-047 Authorize contract with Mid-Western Commercial Roofers, Inc. for Public Safety Memorial Park Building -Re-Roofing, \$72,720.00 (2021 CIP ID#2021 P-046), (Sponsored by Councilmember Daves and Mayor Stimpson) (Submitted by Brad Christensen, Real Estate Asset Management Department).

ESSENTIAL/COVID 19 ITEMS

64-004 Ordinance to rezone property located at 1590 & 1574 St. Stephens Road and 1563 Basil Street (northwest corner of St. Stephens Road and Dunbar Street, extending to the west terminus of Basil Street) from B-3 and R-1 to B-3 (District 2).

64-005 Ordinance to rezone property located at 4583 Cypress Business Park Drive (west side of Cypress Business Park Drive, extending to the east side of Interstate 10) from B-3 and B-5 to B-5 (Office Distribution District) (District 4).

65-006 Ordinance to amend Chapter 64 of the City Code and to create Chapter 65 relating to Urban Forestry, the Mobile Tree Commission and tree protection and management (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

08-062 Approve purchase order to Airgas USA LLC. for 10 respirator kits, \$18,133.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-063 Approve purchase order to UJ Chevrolet Co. Inc. for Chevrolet Silverado pickup truck, \$27,632.54 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-064 Approve purchase order to Truck Equipment Sales Inc. for 3 Ford F250 Trucks, \$107,970.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-065 Approve purchase order to DreamSeats LLC for furniture for fire stations, \$17,017.68 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

09-066 Appropriate \$1,878,000 from the 2020 Alabama Municipal Government Trust Allocation to various capital projects (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

21-067 Authorize contract with Southern Earth Sciences, Inc. for bi-annual ground water sampling, statistical evaluations and ground water monitoring reports for both Bates C & D Landfill and Hickory Street Landfill, \$56,538.90 (sponsored by Mayor Stimpson and Councilmembers Manzie & Gregory) (submitted by Nick Amberger, Engineering Department).

21-068 Authorize contract with D.O.T Construction Services, Inc., for 2019 Miscellaneous Drainage Repairs (Group A), COM Project No. 2019-3005-03 (D# 2, 3, &4); \$775,946.00 (sponsored by Mayor Stimpson and Council members Manzie, Small, and Williams), (submitted by Nick Amberger, Engineering Department)

31-069 Authorize FY20 Assistance to Firefighters Grant (AFG), City's portion \$288,838.50 (sponsored by Mayor Stimpson) (submitted by Chief Lami, MFRD).

37-070 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor license for Agave Mexican Restaurant, 5556 Old Shell Road (sponsored by Councilmember Gregory).

40-071 Declare the structure at 2762 Thompson Drive North a public nuisance and order it demolished (sponsored by Councilmember Small).

40-072 Declare the structure at 1907 St. Monica Drive a public nuisance and order it demolished (sponsored by Councilmember Small).

40-073 Declare the structure at 854 Pettus Street a public nuisance and order it demolished (sponsored by Councilmember Small).

40-074 Declare the structure at 1709 Marengo Drive a public nuisance and order it demolished (sponsored by Councilmember Williams).

40-075 Declare the structure at 4241 Furman Drive a public nuisance and order it demolished (sponsored by Councilmember Williams).

40-076 Declare the structure at 714 Iris Avenue a public nuisance and order it demolished (sponsored by Councilmember Daves).

58-077 Assess cost for removal of weeds, Weed Lien Group 1607.

60-078 Approve award of special bonus to the Parks & Recreation Department employee of the month (Cassandra Pettway) (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Parks & Recreation Department).

60-079 Determine an appropriation to the Providence Foundation serves a public purpose and approve payment, \$2,000.00 (sponsored by Councilmember

Gregory) (submitted by Rebecca Christian, Accounting Department).

60-080 Approve settlement agreement with John & Patricia Burke concerning 1775 Park Ave., 1801 Pake Ave., & 2320 Boykin Boulevard (sponsored by Mayor Stimpson) (submitted by Chris Arledge, Council Attorney).

03-082 Appoint Andrew Thigpen to the Short-term Rental Citizens' Advisory Committee (sponsored by City Council) (submitted by Lisa C. Lambert, City Clerk).

12. CALL FOR PUBLIC HEARINGS

41-081 Call for public hearing to rezone property located at 5001 & 5009 Cottage Hill Road (southwest corner of Cottage Hill Road and North Demetropolis Road) from R-1 and B-2 to B-2 (District 4) (scheduled for March 2, 2021).

13. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/2/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/28/2021 - 2:53 PM



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/2/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/28/2021 -
10:14 AM



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/2/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/28/2021 -
10:20 AM



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/2/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/28/2021 -
10:22 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/2/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

12/30/2020 -
3:04 PM



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/2/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

12/31/2020 -
9:48 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/2/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember C. J. Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/2/2021

Funding Source

Project # 2762 Thompson Drive North - ME-110-20 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	1/27/2021 - 3:50 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/2/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember C. J. Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/2/2021

Funding Source

Project # 1907 St. Monica Drive - ME-116-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

Budget Amendment REDUCE N/A INCREASE N/A

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	1/27/2021 - 3:52 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/2/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember C. J. Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/2/2021

Funding Source

Project # 854 Pettus - ME-108-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	1/27/2021 - 3:53 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/2/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember John C. Williams - District 4

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/2/2021

Funding Source

Project # 1709 Marengo Drive - ME-091-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	1/27/2021 - 3:52 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/2/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember John C. Williams - District 4

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/2/2021

Funding Source

Project # 4241 Furman Drive - ME-024-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	1/27/2021 - 3:50 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/2/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Joel Daves - District 5

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/2/2021

Funding Source

Project # 714 Iris Avenue - ME-097-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	1/27/2021 - 3:51 PM



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/2/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/28/2021 -
10:23 AM



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/2/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/28/2021 -
10:24 AM



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/2/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/28/2021 -
10:25 AM



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/2/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/28/2021 - 3:03
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/2/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

12/14/2020 -
1:32 PM



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/2/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

9/10/2020 - 2:00
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/2/2021

Submitted by:

James Roberts, Neighborhood Development

Sponsored by:

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

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

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



AGENDA ITEM SUMMARY SHEET

Agenda of:2/2/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to Emergency Equipment Professional, Inc. for 4 Pierce Fire Pumper Trucks.

General Fund.

Amount of Contract:

\$2,306,628.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210115 EEP Agenda Package POs	Cover Memo	1/15/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	1/20/2021 - 3:55 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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>4792</u>	2021	(1510) FIRE ADMINISTRATION	4 PIERCE FIRE PUMPER TRUCKS (H-GAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$2,306,628.00	(294963) <u>EMERGENCY EQUIPMENT PROFESSIONAL, INC</u>

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

Adopted:

City Clerk

Bill To	Requisition 00004792-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 1

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	MOTOR POOL
6441 HWY 51 NORTH	745 BROAD STREET
	MOBILE, AL 36604
HORN LAKE, MS 38637	
USA	Delivery Reference
Tel#205-685-8200	VICTORIA RICHARDSON
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/21	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	2021 Pierce Pumper Mounted on an Enforcer Chassis, 5 Year Maintenance /Service Plan, Additional Description Notes	4.00 EACH	576657.00000	2306628.00

2021 Pierce Pumper Mounted on an Enforcer Chassis, 5 Year Maintenance /Service Plan,
5 Year Bumper to Bumper Warranty
Mounting of Customer Supplied Radios
Equipment Mounting/Brackets

S PER HGACBUY CONTRACT FS12-19 AND YOUR QUOTE DATED 1-8-2021

Vendor Item

1	7000.40.20.0000.0000.2070.0000.0000.47120.	
	E MP01522 .VEHICLEEXP.	2306628.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
VICTORIA RICHARDSON

Deliver To
MOTOR POOL
745 BROAD STREET

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004792-00 FY 2021 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 2
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference VICTORIA RICHARDSON Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/21	294963				FIRE ADMINISTRATION

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

Requisition Link

Requisition Total 2306628.00

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

Account	Amount	Remaining Budget
E MP01522 .VEHICLEEXP.	2306628.00	148019.43

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	2306628.00	
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Rejected	01/14/21	JOHN PAINE	MONEY
Queued	01/14/21	DIANE MCCARTY	MONEY
Pending		DONNA MICHELE STANLEY	MONEY
Pending		DONALD ROSE	MONEY
Pending		SANDRA LEWIS	MONEY
Pending		HEATHER KIHYET	MONEY
Pending		JOHN PAINE	MONEY
Pending		JOHN PAINE	MONEY

Authorized By: _____ Date: _____
Signature



CONTRACT PRICING WORKSHEET

For MOTOR VEHICLES Only

Contract
No.:

FS12-19

Date
Prepared:

1/8/21

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Mobile, Alabama	Contractor:	Emergency Equipment Professionals
Contact Person:	John Paine	Prepared By:	Jeff Kuntz
Phone:	251-208-7434	Phone:	901-508-2611
Fax:	251-208-7430	Fax:	662-342-7251
Email:	purchasing@cityofmobile.org	Email:	jkuntz@eeproinc.com
Product Code:	FS19VC07	Description:	Pierce Enforcer, 4 DR Full Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$492,768.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
135 - Air Tank Additional	\$ 385.00	308 - Hard Suction (2)	\$ 2,474.00
166 - Linex Bumper Coating	\$ 417.00	310 - Adjustable Compartment Shelves (10)	\$ 2,000.00
208 - Spare 12 Volt Wiring (4)	\$ 476.00	312 - Swing Out Tool Board	\$ 1,747.00
221 - Camera System	\$ 1,087.00	334 - Increase Pump from 1250 to 1500	\$ 2,682.00
241 - Kussmaul Pump Plus	\$ 2,662.00	338 - Add Mechanical Seal to Pump	\$ 883.00
245 - Auto-Eject 20 Amp	\$ 541.00	342 - Add 2.5" Suction (3)	\$ 3,777.00
267 - Tailboard Upgrade Package	\$ 1,815.00	343 - 1.5" Front Discharge to Bumper	\$ 2,258.00
276 - Hose Bed Cover, Vinyl	\$ 658.00	369 - Hose Reel Above Pump w/150' of hose	\$ 3,343.00
290 - Add right High Side Compartments	\$ 3,917.00	371 - Akron 3096-95 gpm Single Agent Foam System	\$ 5,831.00
293 - Ladder Storage Next to Tank	\$ 4,842.00	422 - Q2B Siren	\$ 4,122.00
297 - LED Compartment Lighting, Upgrade	\$ 3,219.00	Subtotal From Additional Sheet(s):	\$ 11,347.00
307 - Trough Hard Suction Hose (2)	\$ 3,312.00	Subtotal B:	\$ 63,795.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
5 year Maintenance Agreement	\$ 18,509.00	Equipment Mounting/Brackets	\$ 2,000.00
5 Year Bumper to Bumper Pierce Warranty	\$ 28,755.67	Subtotal From Additional Sheet(s):	\$ 12,999.00
Mounting of Customer Supplied Radios	\$ 800.00	Subtotal C:	\$ 63,063.67

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

11%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C):

Quantity Ordered:	4	X Subtotal of A + B + C:	\$ 619,626.67	=	Subtotal D:	\$ 2,478,506.68
					Subtotal E:	\$ 2,000.00

E. H-GAC Order Processing Charge (Amount Per Current Policy)

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Pierce / EEP Dealer Incentive (per unit) \$25,510.67	\$ (102,042.68)		
100% Prepay Discount (per unit) \$17,959.00	\$ (71,836.00)		
		Subtotal F:	\$ (173,878.68)

Delivery Date: 12 Months ARO

G. Total Purchase Price (D+E+F):

\$ 2,306,628.00

Option Number	Qty	Description	Published Options	Unpublished Options
426	1	Mini Lightbars over crew cab doors	\$ 4,253.00	
429	1	Traffic Directing Light Bar "B"	\$ 2,426.00	
558	1	Deck Gun Tips, Manual	\$ 4,668.00	
607217	1	Mounting provisions, engine tunnel cover		\$ 339.00
644625	1	Havis UT-101 Universal Laptop Mount		\$ 1,085.00
620759	1	Havis DS-GTC-202-3 Computer Docking / Getac F110		\$ 1,595.00
687169	1	Map Box		\$ 510.00
678689	1	Enclose FF Seats for Compartment Storage		\$ 287.00
3488	1	Additional Hose Bed divider		\$ 472.00
474483	1	Equipment Storage compt. below hose bed, full width		\$ 2,768.00
54379	1	Trough for backboards in equipment storage compt.		\$ 259.00
10133	1	Cross divider, hose bed		\$ 402.00
3908	2	Partition rear compartment		\$ 392.00
87342	2	"Z" jog in striping		\$ 573.00
680429	1	Gold leaf outline above & below reflective band		\$ 2,231.00
669643	1	Reflective striping in rub rails		\$ 84.00
686007	4	Reflective 7.0" Lettering		\$ 88.00
94483	1	Numerals painted on grille		\$ 306.00
641311	2	Department patch, gold leaf		\$ 1,130.00
599008	1	Undercoat of chassis		\$ 478.00

Published Options \$ 11,347.00
Unpublished Options \$ 12,999.00



Equipment Proposal

This Equipment Proposal (the "Proposal") has been prepared by Emergency Equipment Professionals, Inc. ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: 1/8/2021 ("Proposal Date") **Customer Name:** City of Mobile, Alabama ("Customer")

Customer Address: 205 Government St, Mobile, AL 36644

Quantity	Product Description & Options	Price
4	2021 Pierce Pumper Mounted on an Enforcer Chassis	\$2,306,628.00
4	5 Year Maintenance /Service Plan	Included
4	5 Year Bumper to Bumper Warranty	Included
Purchase Price:		\$2,306,628.00

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 13 months after Company receives Customer's acceptance of this Proposal as defined below.

Delivery Location: City of Mobile, Alabama

Other: _____

Acceptance of this proposal creates an enforceable binding agreement between company and customer. "Acceptance" means that customer delivers to company: (A) a proposal signed by an authorized representative, or (B) a purchase order incorporating this proposal, which is duly approved, to the extent applicable, by customer's governing board. Acceptance of this proposal is expressly limited to the terms contained in this proposal and company's purchasing terms and conditions. Any additional or different terms, whether contained in customers forms or otherwise forms or otherwise presented by customer at any time are hereby rejected, unless agreed upon by both parties in writing.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer Name: City of Mobile, Alabama

By: _____

Its: _____

Date: _____

Emergency Equipment Professionals, Inc.

By: _____

Its: _____

Date: _____



AGENDA ITEM SUMMARY SHEET

Agenda of:2/2/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to NXTWALL LLC for an architectural wall system for the West Regional Library Teen Room.

CIP.

Amount of Contract:

\$47,043.87

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210120 NXTWALL Agenda Package POs	Cover Memo	1/20/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	1/21/2021 - 3:06 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>2539</u>	2021	(3032) ARCHITECTURAL ENGINEERING	ARCHITECTURAL WALL SYSTEM FOR WEST REGIONAL LIBRARY TEEN ROOM (GSA CONTRACT)	\$47,043.87	<u>(296786)</u> <u>NXTWALL, LLC</u>

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

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002539-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor
 NXTWALL, LLC
 5200 SOUTH SPRINKLE ROAD

Ship To
 WEST REGIONAL LIBRARY
 5555 GRELOT ROAD

KALAMAZOO, MI 49002

MOBILE, AL 36609
 BRENDA.RHODES@CITYOFMOBILE.ORG

Tel#269.488.2752
 Fax 269.488.2754

Delivery Reference
 BEATRIZ @ 251.459.4881

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/19/20	296786				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER GSA CONTRACT PRICING: Contract #GS-07F-0685X Cage Code# 60PR7 on GSA Contract

INSTALLATION DEALER: INNERSPAICE ARCHITECTURAL INTERIORS - ATTN: PAULETTE DOGGETT.

PDOGGETT@INNERSPAICE.COM

City of Mobile Business License #88907

This is being paid from 2017 CIP City-wide#302				
001	1 Labor - Installation of Framing and Glass - 2 Trips - Installation by Innerspaice-City of Mobile Business License#88907, Item #4, Mfr II Contract# GS-07F-0685X Cage Code#60PR7 on GSA Contact	1.00 EACH	9600.00000	9600.00
1	2000.80.00.0000.0000.0000.0000.42140. E C0160 .NONCONTRACT.			9600.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002539-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor
 NXTWALL, LLC
 5200 SOUTH SPRINKLE ROAD

Ship To
 WEST REGIONAL LIBRARY
 5555 GRELOT ROAD

KALAMAZOO, MI 49002

MOBILE, AL 36609
 BRENDA.RHODES@CITYOFMOBILE.ORG

Tel#269.488.2752
 Fax 269.488.2754

Delivery Reference
 BEATRIZ @ 251.459.4881

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/19/20	296786				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
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Ship To
 WEST REGIONAL LIBRARY
 5555 GRELOT ROAD
 MOBILE, AL 36609
 Delivery Reference
 BEATRIZ @ 251.459.4881

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

002	1 Flex Series walls - 73.5 LN Ft of walls - Ceiling Height - 13"11", Item #1, Mfr NXT Contract #GS-07F-0685X Cage Code# 60PR7 on GSA Contract	1.00 EACH	5877.60000	5877.60
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1	2000.80.00.0000.0000.0000.0000.42140. E C0160 .NONCONTRCT.			5877.60
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Ship To
 WEST REGIONAL LIBRARY
 5555 GRELOT ROAD
 MOBILE, AL 36609
 Delivery Reference
 BEATRIZ @ 251.459.4881

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002539-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 9105fo1a Status: Approved	Page 3
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Vendor
 NXTWALL, LLC
 5200 SOUTH SPRINKLE ROAD

Ship To
 WEST REGIONAL LIBRARY
 5555 GRELOT ROAD

KALAMAZOO, MI 49002

MOBILE, AL 36609
 BRENDA.RHODES@CITYOFMOBILE.ORG

Tel#269.488.2752
 Fax 269.488.2754

Delivery Reference
 BEATRIZ @ 251.459.4881

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/19/20	296786				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			

003	1 window Filler - Open Market - Window Filler Item# 2, Mfr NXT Contract #GS-07F-0685X Cage Code# 60PR7 on GSA Contract	1.00 EACH	30551.27000	30551.27
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1	2000.80.00.0000.0000.0000.0000.42140. E C0160 .NONCONTRCT.			30551.27
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Ship To
 WEST REGIONAL LIBRARY
 5555 GRELOT ROAD
 MOBILE, AL 36609
 Delivery Reference
 BEATRIZ @ 251.459.4881

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

004	FREIGHT	1.00 EACH	1015.00000	1015.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002539-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 9105fo1a Status: Approved	Page 4
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Vendor
 NXTWALL, LLC
 5200 SOUTH SPRINKLE ROAD

Ship To
 WEST REGIONAL LIBRARY
 5555 GRELOT ROAD

KALAMAZOO, MI 49002

MOBILE, AL 36609
 BRENDA.RHODES@CITYOFMOBILE.ORG

Tel#269.488.2752
 Fax 269.488.2754

Delivery Reference
 BEATRIZ @ 251.459.4881

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/19/20	296786				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
Additional Description Notes				

FOB DESTINATION
 Vendor Item
 Inventory Item/Loc 14009

1	2000.80.00.0000.0000.0000.0000.42140. E C0160 .NONCONTRCT.			1015.00
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Ship To
 WEST REGIONAL LIBRARY
 5555 GRELOT ROAD
 MOBILE, AL 36609
 Delivery Reference
 BEATRIZ @ 251.459.4881

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Requisition Link

Requisition Total	47043.87
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0160 .NONCONTRCT.	47043.87	32644.94

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

Account	Amount	Remaining Budget
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002539-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 9105fola Status: Approved
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Page 5

Vendor
 NXTWALL, LLC
 5200 SOUTH SPRINKLE ROAD

Ship To
 WEST REGIONAL LIBRARY
 5555 GRELOT ROAD

KALAMAZOO, MI 49002

MOBILE, AL 36609
 BRENDA.RHODES@CITYOFMOBILE.ORG

Tel#269.488.2752
 Fax 269.488.2754

Delivery Reference
 BEATRIZ @ 251.459.4881

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/19/20	296786				ARCHITECTURAL ENGINEERING

Account 2000.80.00.0000.0000.0000.0000.42140. CAPITAL IMPROVEMENTS FUND EXP	Amount Remaining Budget 47043.87 NON CONTRACTUAL SERVICES
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***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	11/19/20	KIMBERLY HARDEN	
Approved	11/19/20	CINDY KLOTZ	Auto approved by: 910515270
Approved	11/19/20	TIFFANY HOLLINS	
Approved	11/19/20	MARILYN MCMILLAN	Auto approved by: 910514227
Approved	11/19/20	RELYA MALLORY	Auto approved by: 910514227
Forward	11/20/20	JOHN PAINE	
Approved	01/19/21	DONNA MICHELE STANLEY	Auto approved by: 9105fola
Approved	01/19/21	DONALD ROSE	Auto approved by: 9105fola
Approved	01/19/21	SANDRA LEWIS	Auto approved by: 9105fola
Approved	01/19/21	ANNE FOLEY	

Authorized By: _____ Date: _____
 Signature



**5200 S Sprinkle Rd
Portage, MI 49002**

P (269) 488-2752

F (269) 488-2754



SIN 332311P



SIN 332311P



SIN 332311P

GENERAL SERVICES ADMINISTRATION

Consolidated Multiple Award Schedule Solicitation 47QSMD20R0001

GSA Contract Number: GS-07F-0685X

Modification Number: A812

On-line access to contract ordering information, terms and conditions, up-to-date pricing and the option to create an electronic delivery order are available through GSA Advantage!.

Go to: <http://www.gsaadvantage.gov>

Contract Period: August 1, 2011 – July 31, 2021

Contractor's Name, Address, and Phone Number:

NXTWALL, LLC
5200 S Sprinkle Rd
Portage, MI 49002
Phone: (269) 488-2752
Fax: (269) 488-2754
Website: www.nxtwall.com
Email: jsweet@nxtwall.com

Administrative Contact: Jerry Sweet (jsweet@nxtwall.com)

Business Size: Small Business

CUSTOMER INFORMATION

1a) Table of awarded special item numbers (SINs):

<u>SIN</u>	<u>DESCRIPTION</u>
332311P	Pre-Engineered and Prefabricated Buildings and Structures for Storage Solutions

1b) Lowest Priced Model Number and Price for Each SIN:

<u>SIN</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
332311P	Sound Attenuation Batt, 2 inches thick	\$.83 SQ. FT

Services Offered: None

2) Maximum Order: \$250,000.00

3) Minimum Order: \$100.00

4) Geographic Coverage: 48 Contiguous States, Washington DC, Alaska, Hawaii, Puerto Rico and US Territories, and to a port or consolidation point within the aforementioned locations for orders that are received from overseas activities.

5) Point(s) of Production: USA, Canada

6) Basic Discount: Prices shown are GSA net, the discounts have been deducted and the IFF has been added.

7) Quantity Discounts: 1% additional discount for orders over \$250,000. 3% for single orders over \$500,000.

8) Prompt Payment Terms: Net 30 Days

9a) Notification that Government Purchase Cards are Accepted Up to the Micro-purchase Threshold:
Government purchase cards are accepted for orders up to the micropurchase Threshold.

9b) Notification that Government purchase cards are accepted for orders above the Micro-purchase Threshold:
Government purchase cards are accepted for orders above the micro-purchase threshold.

10) Foreign Items: Canada

11a) Time of Delivery: 42-56 Days After Receipt of Order (ARO) Standard Order.

11b) Expedited Delivery: 24 Days After Receipt of Order

11c) Overnight and 2-Day Delivery: Consult with Contractor

11d) Urgent Requirements: Consult with Contractor

12) FOB Point: Origin

- 13a) **Ordering Address:**
NXTWALL, LLC
5200 S Sprinkle Rd
Portage, MI 49002
Ph: 269-488-2752
Fax: 269-488-2754
gsaorders@nxtwall.com
- 14) **Payment Address:** Same as Contractor Address
- 15) **Warranty Provisions:** 10 Years on Framing. 5 Years on wearable or movable parts, laminated board, etc... A 25% restocking fee applies. Contact the contractor for a complete copy of the terms.
- 16) **Export Packing Charges:** N/A
- 17) **Terms and Conditions of Government Purchase Cared Acceptance:** N/A
- 18) **Terms and Conditions of Rental, Maintenance and Repair (if applicable):** To be determined at time of order
- 19) **Terms and Conditions of Installation (if applicable):** To be determined at time of order
- 20) **Terms and Conditions of Repair Parts Indicating Date Of Parts Price Lists and Any Discounts From List Prices (if applicable):** N/A
- 20a) **Terms and Conditions For Any Other Services (if applicable):** To be determined at time of order
- 21) **List of Service and Distribution Points (if applicable):** N/A
- 22) **List of Participating Dealers (if applicable):** N/A
- 23) **Preventative Maintenance (if applicable):** Preventative Maintenance Sheets for all purchases provided.
- 24a) **Special Attributes Such As Environmental Attributes (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A
- 24b) **Section 508 Compliance For EIT:** N/A
- 25) **Data Universal Number System (DUNS) Number:** 013937051
- 26) **Notification Regarding Registration In Central Contractor Registration (CCR) Database:**
Registration Valid



AGENDA ITEM SUMMARY SHEET

Agenda of:2/2/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Parsons Services Corp for 14 Aeroclave Model 3110 room decontamination systems with applicators and solution.

General Fund

Amount of Contract:

\$244,059.26

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210115 Persons Agenda Package POs	Cover Memo	1/15/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	1/21/2021 - 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>887</u>	2021	(1530) PPOLICE ADMIN SERVICES	14 AEROCLAVE MODEL 3110 ROOM DECONTAMINATION SYSTEMS (SEALED BID 5498)	\$244,059.26	<u>(296938)</u> <u>PERSONS</u> <u>SERVICES CORP</u>

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

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000887-00 FY 2021 Acct No: 5025.10.00.0000.0000.0000.0000.47010. Review: Buyer: 910514396 Status: Approved	Page 1
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Vendor PERSONS SERVICES CORP 4474 HALLS MILL RD MOBILE, AL 36693 Tel#251-660-0132 Fax 251-660-2084	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 TIFFANY.LEVY@CITYOFMOBILE.ORG Delivery Reference LAURA ANGLE Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/20	296938				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER MY BID 5498 AND YOUR QUOTE AEROCLAVE ROOM DECONTAMINATION SYSTEM, MODEL 3110 (RDS3110) Additional Description Notes	14.00 EACH	15705.92000	219882.88
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 AEROCLAVE ROOM DECONTAMINATION SYSTEM, MODEL 3110 (RDS3110);
 SEE QUOTE # 14916330000009583342

1	5025.10.00.0000.0000.0000.0000.47010. E G-DOJCOVID.CATEGORY B.EQUIPMENT .			219882.88
---	--	--	--	-----------

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 LAURA ANGLE

Deliver To
 PUBLIC SAFETY GRANTS ADMINISTR
 205 GOVERNMENT STREET
 4TH FLR S TOWER
 MOBILE, AL 36644

002	AEROCLAVE PORTABLE APPLICATOR,	14.00	1400.70000	19609.80
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000887-00 FY 2021 Acct No: 5025.10.00.0000.0000.0000.0000.47010. Review: Buyer: 910514396 Status: Approved	Page 2
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Vendor PERSONS SERVICES CORP 4474 HALLS MILL RD MOBILE, AL 36693 Tel#251-660-0132 Fax 251-660-2084	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 TIFFANY.LEVY@CITYOFMOBILE.ORG Delivery Reference LAURA ANGLE Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/20	296938				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	HAND SPRAYER, 25' (APA25)	EACH		
	Additional Description Notes			

AEROCLAVE PORTABLE APPLICATOR, HAND SPRAYER, 25' (APA25);

SEE QUOTE # 1491633000009583342

1	5025.10.00.0000.0000.0000.0000.47010.			
	E G-DOJCOVID.CATEGORY B.EQUIPMENT .			19609.80

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 LAURA ANGLE

Deliver To
 PUBLIC SAFETY GRANTS ADMINISTR
 205 GOVERNMENT STREET
 4TH FLR S TOWER
 MOBILE, AL 36644

003	VITAL OXIDE DISINFECTANT SOLUTION, 1 CASE, FOUR 1 GAL. BOTTLES (VOXU12)	41.00 CASE	111.38000	4566.58
	Additional Description Notes			

VITAL OXIDE DISINFECTANT SOLUTION, 1 CASE, FOUR 1 GAL. BOTTLES (VOXU12)

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000887-00 FY 2021 Acct No: 5025.10.00.0000.0000.0000.0000.47010. Review: Buyer: 910514396 Status: Approved	Page 3
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Vendor PERSONS SERVICES CORP 4474 HALLS MILL RD MOBILE, AL 36693 Tel#251-660-0132 Fax 251-660-2084	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 TIFFANY.LEVY@CITYOFMOBILE.ORG Delivery Reference LAURA ANGLE Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/20	296938				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
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1	5025.10.00.0000.0000.0000.0000.47010. E G-DOJCOVID.CATEGORY B.EQUIPMENT .			4566.58
---	--	--	--	---------

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606
Delivery Reference
LAURA ANGLE

Deliver To
PUBLIC SAFETY GRANTS ADMINISTR
205 GOVERNMENT STREET
4TH FLR S TOWER
MOBILE, AL 36644

Requisition Link

Requisition Total	244059.26
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-DOJCOVID.CATEGORY B.EQUIPMENT .	244059.26	47226.70

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

Account	Amount	Remaining Budget
5025.10.00.0000.0000.0000.0000.47010. COVID-19 GRANTS EXP	244059.26 EQUIPMENT (GREATER \$5000)	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000887-00 FY 2021 Acct No: 5025.10.00.0000.0000.0000.0000.47010. Review: Buyer: 910514396 Status: Approved	Page 4
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Vendor
 PERSONS SERVICES CORP
 4474 HALLS MILL RD

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36693

MOBILE, AL 36606
 TIFFANY.LEVY@CITYOFMOBILE.ORG

Tel#251-660-0132
 Fax 251-660-2084

Delivery Reference
 LAURA ANGLE

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/20	296938				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
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***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	12/30/20	DONNA MICHELE STANLEY	Requisition item removed, GL A
CCancelled	12/30/20	DONNA MICHELE STANLEY	GL Allocation, GL Allocation,
CCancelled	12/30/20	DONNA MICHELE STANLEY	GL Allocation changed
CCancelled	12/30/20	DONNA MICHELE STANLEY	GL Allocation changed
CCancelled	12/30/20	DONNA MICHELE STANLEY	GL Allocation, GL Allocation,
CCancelled	12/30/20	DONNA MICHELE STANLEY	GL Allocation changed
CCancelled	12/30/20	DONNA MICHELE STANLEY	GL Allocation changed
CCancelled	12/30/20	DONNA MICHELE STANLEY	GL Allocation changed
CCancelled	12/30/20	DONNA MICHELE STANLEY	GL Allocation changed
CCancelled	12/30/20	DONNA MICHELE STANLEY	GL Allocation changed
Approved	12/30/20	LAWRENCE BATTISTE	Auto approved by: 91058980
Approved	12/30/20	CLAY GODWIN	Auto approved by: 91058980
Approved	12/30/20	KEVIN RODGERS	Auto approved by: 91058980
Approved	12/30/20	WILLIAM REED	
Approved	10/19/20	SHERRY HORTON	Auto approved by: 910518653
Approved	10/19/20	TAYLOR HARRIS	
Approved	10/19/20	REBECCA CHRISTIAN	Auto approved by: 910518653
Approved	12/31/20	TAYLOR HARRIS	
Approved	12/31/20	REBECCA CHRISTIAN	Auto approved by: 910518653
Approved	12/31/20	RANDY THREADGILL	Auto approved by: 910518653
Forward	10/21/20	JOHN PAINE	
Forward	01/04/21	JOHN PAINE	
Approved	01/14/21	DONNA MICHELE STANLEY	
Approved	01/14/21	DONALD ROSE	Auto approved by: 910514396
Approved	01/14/21	SANDRA LEWIS	Auto approved by: 910514396
Approved	01/14/21	HEATHER KIHYET	Auto approved by: 910514396

=====	=====
Bill To	Requisition 00000887-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5025.10.00.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910514396
vendorinvoices@cityofmobile.org	Status: Approved
	Page 5
=====	=====

Vendor
PERSONS SERVICES CORP
4474 HALLS MILL RD

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36693

MOBILE, AL 36606
TIFFANY.LEVY@CITYOFMOBILE.ORG

Tel#251-660-0132
Fax 251-660-2084

Delivery Reference
LAURA ANGLE

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
10/16/20	296938				POLICE ADMIN SERVICES
-----	-----	-----	-----	-----	-----

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

BID 5498 DECONTAMINATION SYSTEM

	MOBILE JANITORIAL	PERSONS SERVICES	MSC INDUSTRIAL	GULF COAST MARINE
AEROCLAVE 3110		TRAINING \$15,705.92 INCLUDED	\$15,907.95	\$14,282.50 \$2,000.00 1 DAY TRAINING
HAND SPRAYER APA25		\$1,400.70 \$17,106.62	\$1,419.32 \$17,327.27	\$1,273.65 \$17,556.15
VITAL OXIDE	\$111.38 CASE	\$160.11 CASE	\$136.36	\$135.00
LATE BID	AEROCLAVE, LLC			



CITY OF MOBILE
PROCUREMENT DEPARTMENT

December 2, 2020

BID NOTICE

THE CITY OF MOBILE IS ISSUING BID #5498:
DECONTAMINATION SYSTEM

TO VIEW BID, GO TO: cityofmobile.org/bids
SELECT: Bid #5498 – DECONTAMINATION SYSTEM

BID MUST BE RETURNED IN A SEALED ENVELOPE.
WRITE THE BID #, YOUR COMPANY NAME,
AND DATE AND TIME OF BID ON THE OUTSIDE OF THE
ENVELOPE.

SEALED BID**CITY OF MOBILE****BID SHEET****Do Not Return Via Email or Fax****This is Not an Order****Mailing Address:**

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

**Purchasing Department
and Package Delivery:**

Government Plaza
 4th Floor, Room S-408
 205 Government St
 Mobile, Alabama 36644

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

Typed by: en Buyer: 006

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
12/2/2020	5498	VARIOUS	As Specified

This bid must be received and stamped by the Purchasing office not later than:

11:00 AM, Thursday, December 17, 2020

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Qty 15-20	DECONTAMINATION SYSTEM: AEROCLAVE ROOM DECONTAMINATION SYSTEM, MODEL 3110 (RDS3110) OR EQUAL SPECIFICATIONS REQUIRED FOR THE REQUESTED DECONTAMINATION SYSTEM: The decontamination system must be rugged, lightweight, and man-portable. The exterior must be durable and waterproof. It must have the capability of treating rooms/areas, vehicles, and equipment. The system must have the ability to treat spaces up to 5,000 cubic feet and require minimal operator training. Training must be available online and on-site. System must come with a 12-month parts and labor warranty. It must combine a hands-free, automated, no-touch decontamination with the capability to attach a hand spray to use on equipment. Process must provide a consistent, reliable delivery of the right amount of disinfectant, decontaminating to OSHA and NFPA specifications every time. Disinfectant must be EPA approved, hospital-grade. It must be proven effective with complete inactivation of MRSA, H1N1, Hepatities B, Hepatitis C, Norovirus, and Legionella pneumophila. Must be 99.999% effective in the elimination of bacteria, including E. coli, Salmonella, and Listeria. Must have long-term effectiveness on mold and mold spores, including Aspergillus niger, Alternaria alternata, Penicillium, and Stachybotrus. The decontamination process has to be approved for use by the K9 unit for treating Bordetella (Kennel Cough), Distemper, Adenovirus 1 (Canine Hepatitis) and Parvo. Has to be rated as ready for use, no mixing required.					
			TOTAL			

Page 1 of 3

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION			
			Dollars	Cents	Dollars	Cents		
Page 2 of 3 The following to items to be awarded all or none. Make _____ Model _____ Qty 15- 20 PORTABLE APPLICATOR, HAND SPRAYER with 25 foot hose (APA25) designed to work with the above product. Make _____ Model _____ The following item to be awarded on a per item basis. 75 - 500 VITAL OXIDE DISINFECTANT SOLUTION, 1 CASE, FOUR 1 GAL. BOTTLES (VOXU12) Make _____ Model _____ Quantities listed are approximations. Brand names are to establish mimimum standards. 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								
TOTAL								

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 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			

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.

Additional Terms Relating to Purchases with Federal Grant Awards

1. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.
2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.
3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.
4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

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

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

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

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

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

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

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

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

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

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

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

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

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

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

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

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

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

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

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

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

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

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

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

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

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

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

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

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

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

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

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

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

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

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

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

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

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

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

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

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

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

(iii) Identification of the bid being protested;

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

(v) The form of relief requested

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

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

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

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

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

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

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

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

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

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

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

Apply these clauses only if construction bid awards over \$2,000 funded by federal grants.

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or "contracts"), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



PROCUREMENT DEPARTMENT

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

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

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

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

It is the responsibility of the bidder to 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:2/2/2021

Submitted by:

Shonnda Smith, Senior Director, Parks & Recreation

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve contract with Spire LLC for marketing services for the Parks & Recreation Department.

General Fund.

Amount of Contract:

NTE \$50,000.00 for one year

Funding Source

Project #

Project String 10042025-42010

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

Grant Funds

Discretionary Funds

Contract Number:

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
2021 Spire Agenda Package	Cover Memo	1/12/2021

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	Smith, Shonnda	Approved	1/13/2021 - 3:44 PM
Public Works	Andrews, Kina	Approved	1/21/2021 - 11:00 AM
Budget	Sapp, Celia	Approved	1/21/2021 - 12:02 PM
			1/21/2021 - 2:01

Legal	Kern, Chris	Approved	PM
Legal	Kern, Chris	Approved	1/21/2021 - 2:01 PM
Mayors Office	Barber, James	Approved	1/21/2021 - 3:06 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract by and between the City of Mobile and SPIRE, LLC, in an amount not to exceed \$50,000.00, for a one-year period, for marketing services, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

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

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

Adopted:

City Clerk

**Professional Services Contract
City of Mobile**



Project: City of Mobile Parks and Recreation Marketing Program

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this day of 2020, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and SPIRE, LLC (sometimes hereinafter "Contractor") an Alabama Limited Liability Company, as follows:

WHEREAS, the City of Mobile desires to promote its Parks and Recreation events and programming through a coordinated social media and marketing campaign; and,

WHEREAS, the City of Mobile requires the services of a professional marketing contractor to develop and execute its campaign; and,

WHEREAS, the Contractor has proficiency and experience developing and conducting effective promotional and media campaigns in the Mobile market; and,

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:

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

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. Contractor agrees that it will provide the services as described below and in the attached **Exhibit A, Spire Marketing Program Proposal**. To the extent that the terms of **Exhibit A** are inconsistent with those in this Agreement, the terms contained this Agreement shall control.

B. The Senior Director, Parks and Recreation, or her designated representative, shall provide specific tasking to the Contractor with respect to the services described in **Exhibit A**.

C. Contractor will provide a weekly plan for the following week of expected goals, work to be completed, products to be created, and hours to be performed and billed. Contractor will provide weekly reports of services performed, to include results, products prepared, and hours expended. It is estimated that Contractor will provide 30 hours of work per month, but such amount of work is not guaranteed unless planned, approved by the City, and documented by report and invoice.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed according to the fee schedule attached in **Exhibit A**. Contractor will work for an hourly rate \$100 per hour, billable monthly. No other tasks may be subject to invoice absent advance written proposal and price quotation by Contractor of additional work to be performed and written approval by City. Total contract amount is not to exceed \$50,000.00.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for twelve months.

IV. GENERAL PROVISIONS

A. Contractor shall submit invoices to the Senior Director, Parks and Recreation, with reports of its activities and final product documents and deliverables.

B. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

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

D. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent

Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

E. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.

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

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

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

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

J. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of

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

K. The City's representative for purposes of this Agreement is the Senior Director, Parks and Recreation. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Senior Director, Parks and Recreation
City of Mobile
PO Box 1827
Mobile, Alabama 36633-1827

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

And to Contractor at:

Spire, LLC
501 Dauphin Street
Mobile, AL 36602

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

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

N. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts

which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

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

P. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

Q. For the term of this Agreement, Contractor shall acquire and maintain in full force and effect a minimum \$500,000 business liability insurance policy issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama. Said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination. Evidence of such coverage is provided as **Exhibit B**.

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

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

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

CITY OF MOBILE, A Municipal Corporation

BY: _____
Mayor

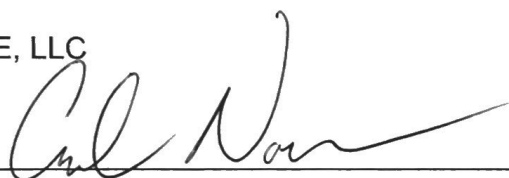
Date: _____

ATTEST:

City Clerk

Date: _____

SPIRE, LLC

BY:  _____

Date: 1/4/2021

Its PARTNER _____ (Title)

Exhibits: A SPIRE LLC Marketing Program for City of Mobile Parks and Recreation
Department
B Documentation of Insurance

EXHIBIT A

SPIRE LLC MARKETING PROGRAM

FOR CITY OF MOBILE PARKS AND RECREATION



MARKETING PROGRAM FOR
CITY OF MOBILE
PARKS AND RECREATION DEPARTMENT



AUGUST 2020

ADVERTISING. DESIGN. SOCIAL MEDIA. PUBLIC RELATIONS.

251.605.4412 | ©2020 SPIRE, LLC



MARKETING PROGRAM CITY OF MOBILE

PROGRAM

SPIRE will provide comprehensive, creative marketing and promotions for the City of Mobile Parks and Recreation Department and their initiatives.

The program goal will be to communicate with the Mobile community in order to:

- boost visibility/awareness
- increase attendance/reach
- cultivate audience engagement
- keep up-to-date information flowing to the community
- display strong support of the community and their needs
- present cohesive and organized messaging, both in tone and appearance
- grow online presence and reach of the City of Mobile Parks and Recreation Department as a whole while supporting the City of Mobile “brand”
- gather feedback/data to apply to future endeavors, tactics and strategy
- assist in organizing current social media pages and efforts

SCOPE OF PROGRAM

This program will be applied across the appropriate media platforms, respective to the specifics of each initiative, with a strong focus on cross-platform promotion.

PROGRAM ELEMENTS

SPIRE is a full service agency and will assist with any marketing initiatives for Parks and Recreation. These may include any of the following:

- Brand Strategy
- Brand Development
- Quantitative and Qualitative Research
- Social Media Scheduling and Execution
- CRM and Database Management
- Short Video Production
- Media Planning
- Logo Design
- Web Design
- Print & Outdoor Advertising
- Broadcast Advertising
- Digital Advertising
- Collateral Design
- Public Relations
- Comprehensive Account Management
- Detailed Analytics



SPECIAL EVENTS SUPPORT & SERVICES

SPIRE proposes to continue to strategically manage, monitor and report on all social media programs for the City of Mobile Special Events Department. The objective will be to provide comprehensive, creative marketing and promotion of the Department and their initiatives with a focus on the following regularly scheduled events and relevant pages:

LODA ArtWalk
All Market In The Park sessions
Dauphin Street Beer Festival
Lighting of the Christmas Tree
Elf-a-palooza
Holiday Market & Christmas Kids Days
July 4

BUDGET

The budget includes 30 billable hours per month on the various aspects of this program. With a rate of \$100 per hour, we anticipate \$3,000 per month for the annual contract. A twelve month contract would therefore be \$36,000.

30 hours per month* x \$100 rate = \$3,000 Monthly Payment

**Note: Any hours not used during the month may be rolled over to the following month. Likewise, any overage will be applied to hourly balance during the life of the contract.*

SPECIAL PROJECT ADDENDUM

SPIRE proposes to assist with any special projects or events that may come along above and beyond the scope of this proposal such as printed materials, specific project campaigns, website development and/or management for Beer Fest, additional festivals, MPRD website as a whole, any project or event with significant extra hours of support needed beyond the 30 regular hours, etc. This work will be invoiced at the agreed upon discounted rate of \$100 per hour and will be billed as a single project with one or multiple payments with the maximum number of payments being three.



AGREEMENT & TERMS

BUDGET

The \$3,000 fee will be assessed through monthly invoices.

TIMING

SPIRE will commence program strategy upon execution of signed agreement and deposit received.

CREATIVE MESSAGE

Tone, design and content to be developed in concert between SPIRE and the City of Mobile Parks and Recreation Department. SPIRE will work with the City of Mobile to ensure total satisfaction.

CANCELLATION CLAUSE

If at any time you feel that SPIRE is not providing excellent service and value, please let us know so we can rectify. Our goal is to not tie you to us in any way, but to never give you a reason to want to use another service. Therefore, if you would like to cancel this agreement, it can be done with 60 day written notice. SPIRE reserves the right to also cancel this agreement in writing with a 60 day notice.

CITY OF MOBILE DIGITAL MEDIA POLICY

SPIRE, LLC has read, understands and will comply with the City of Mobile Digital Media Policy.



CITY OF MOBILE PARKS AND RECREATION MARKETING CONTRACT ACCEPTED:

CITY OF MOBILE

Name

Signature

Date

Mailing Address

SPIRE, LLC

Carl Norman, Partner

Name

Signature

11/02/2020

Date

304 Congress Street

Mailing Address

MOBILE, AL 36603

EXHIBIT B

DOCUMENTATION OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/04/2021

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

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

PRODUCER  Lad Drago State Farm 7623 Spanish Fort Blvd Spanish Fort, AL 36527		CONTACT NAME: PHONE (A/C, No. Ext): 251-626-1237 FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Spire, LLC 304 Congress Street Mobile, AL 36603		NAIC # 25143	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
☒	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			93-B5-R429-1	02/27/2020	02/27/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
☐	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
☐	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
☐	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
☒	Business Personal Property			93-B5-R429-1	02/27/2020	02/27/2021	10,700

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

CERTIFICATE HOLDER

CANCELLATION

Additional Insured: City of Mobile PO Box 1827 Mobile, AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.
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AGENDA ITEM SUMMARY SHEET

Agenda of:2/2/2021

Submitted by:

Brad Christensen, Director of Real Estate Asset Management Department

Sponsored by:

Councilmember Daves and Mayor Stimpson

Purpose and Scope of Project:

For re-roofing of Public Safety Memorial Park Building

Amount of Contract:

72,720.00

Funding Source

Project # Public Safety Memorial Park Building - Re-Roofing; PR-075-20 **Discretionary Funds**

Project String 20002000-48010 **Contract Number:**3111

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

Grant Funds **Matching Funds**

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Christensen, Brad	Approved	1/15/2021 - 3:13 PM
Capital	Hollins, Tiffany	Approved	1/15/2021 - 3:41 PM
Legal	Kern, Chris	Approved	1/21/2021 - 11:00 AM
Mayors Office	Barber, James	Approved	1/21/2021 - 3:05 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/2/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

12/30/2020 -
3:04 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/2/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

12/31/2020 -
9:48 AM



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/2/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/28/2021 -
10:43 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/2/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to AirGas USA LLC for 10 MSA G1 Premeire Escape Respirator Kits.

General Fund/USAR Grant

Amount of Contract:

\$18,133.50

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210128 Airgas Agenda Package POs	Cover Memo	1/28/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	1/28/2021 - 2:52 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>3378</u>	2021	(1510) FIRE ADMINISTRATION	10 MSA G1 PREMAIRE ESCAPE RESPIRATOR KITS (SEALED BID 5503)	\$18,133.50	<u>(291178) AIRGAS USA LLC</u>

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

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003378-00 FY 2021 Acct No: 5501.30.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910519091 Status: Approved	Page 1
--	--	--------

Vendor AIRGAS USA LLC 5480 HAMILTON BLVD	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD
--	---

MOBILE, AL 36607

THEODORE, AL 36582

Tel#251-222-3645
Fax 251-653-8752

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
12/09/20	291178				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
----	-----------------------	-----	------------	-----------

General Notes

001	AS PER MY BID # 5503 AND YOUR QUOTE BREATHING EQUIPMENT AS SPECIFIED: G1 PremAire Cadet Escape Respirator; MSA G1 facemask compatible; INCLUDES: 15-minute Carbon Egress Cylinder, Kevlar Strap Carrier/Harness, G1 Facepiece, 4 pt Adjustable Head Harness, Less Fittings, Hard Case, Black in color; MSA item MSA10167678.	10.00 EACH	1813.35000	18133.50
-----	--	---------------	------------	----------

Additional Description Notes

The MSA G1 PremAire Escape kits are being ordered to replace the current MSA confined space escape kits. The reasons for specifying the PremAire kits are as follows. Host agency Mobile Fire Rescue uses the MSA G1 line of SCBAs, which means Task Force members are issued a G1 mask, reducing costs for the Task Force who doesn't have to purchase any masks. Mobile Fire Rescue has a certified MSA technician that is able to service our MSA products at no cost to the Task Force, and can provide fit testing for Task Force members utilizing Mobile Fire equipment, which means the Task Force does not need to invest in fit testing equipment.

Technical specifications required:

1. 15-Minute Carbon egress cylinder

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003378-00 FY 2021 Acct No: 5501.30.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910519091 Status: Approved	Page 2
--	--	--------

Vendor AIRGAS USA LLC 5480 HAMILTON BLVD THEODORE, AL 36582 Tel#251-222-3645 Fax 251-653-8752	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
12/09/20	291178				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2. Kevlar strap carrier/harness			
	3. MSA G1 facepiece			
	4. Stage 2 regulator that is compatible with the MSA G1 facepiece			
	5. 4-point adjustable head harness			
	6. Hard case Vendor Item			
1	5501.30.15.0000.0000.1510.0000.0000.44020. E G-FD8FIL .OPERSUPPLS.			18133.50

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 18133.50

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

Amount Remaining Budget

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003378-00 FY 2021 Acct No: 5501.30.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910519091 Status: Approved
--	--

Page 3

Vendor
 AIRGAS USA LLC
 5480 HAMILTON BLVD

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

THEODORE, AL 36582

Tel#251-222-3645
 Fax 251-653-8752

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
12/09/20	291178				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	E G-FD8FIL .OPERSUPPLS.		18133.50	33620.99

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

Account	Amount	Remaining Budget
5501.30.15.0000.0000.1510.0000.0000.44020.		
	18133.50	
AL HOMELAND SECURITY EXP		OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	12/14/20	JEREMY LAMI	
Approved	12/14/20	BARRY GLISSON	Auto approved by: 910511985
Approved	12/14/20	JAMES FRANK	Auto approved by: 910511985
Approved	12/22/20	TAYLOR HARRIS	
Approved	12/22/20	RANDY THREADGILL	Auto approved by: 910518653
Forward	12/22/20	JOHN PAINE	
Forward	12/22/20	JOHN PAINE	
Approved	01/27/21	DONNA MICHELE STANLEY	Auto approved by: 910519091
Approved	01/27/21	DONALD ROSE	Auto approved by: 910519091
Approved	01/27/21	SANDRA LEWIS	Auto approved by: 910519091
Approved	01/27/21	HEATHER KIHYET	
Approved	01/27/21	DONNA MICHELE STANLEY	Auto approved by: 910519091
Approved	01/27/21	HEATHER KIHYET	Auto approved by: 910519091
Approved	01/27/21	JAMES NEESE JR	Auto approved by: 910519091

Authorized By: _____ Date: _____
 Signature

BID#5503: MSA COMPRESSED AIR ESCAPE KIT

Vendors:	Price:	ETA: from receipt of Purchase Order
AIRGAS	\$1,813.35	3-5 Days
MUNICIPAL EMERGENCY SERVICES INC.	No Bid	N/A
RITZ SAFETY LLC	\$1,825.00	30 Days
SUNBELT FIRE	\$2,049.00	Not Listed

BID SHEET

This is Not an Order

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

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

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Wednesday, January 20, 2021

Page 1 of 2

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 _____

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

Pricing

Compressed air escape kit complete _____ each

Make _____ Model _____

15-minute carbon egress cylinder \$ _____

Make _____ Model _____

Kevlar strap carrier/harness \$ _____

Make _____ Model _____

MSA G1 facepiece \$ _____

Make _____ Model _____

Stage 2 regulator that is compatible with the MSA G1 facepiece with adjustable head harness \$ _____

Make _____ Model _____

Hard case for storage of escape kit \$ _____

Make _____ Model _____

Additional Terms Relating to Purchases with Federal Grant Awards

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

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

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

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

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

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

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

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

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

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

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

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

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

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

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

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

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

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

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

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

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

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

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

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

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

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

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

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

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

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

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

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

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

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

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

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

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

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

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

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

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

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

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

- (i) The name, address, and telephone number of the protestor;
- (ii) The signature of the protestor or an authorized representative of the protestor;
- (iii) Identification of the bid being protested;
- (iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- (v) The form of relief requested

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

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

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

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

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

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

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

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

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

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

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

Apply these clauses only if construction bid awards over \$2,000 funded by federal grants.

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or “contracts”), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



PROCUREMENT DEPARTMENT

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

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

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

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

It is the responsibility of the bidder to 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:2/2/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to UJ Chevrolet for one Chevrolet Silverado 4x2 crew cab pickup truck.

General fund.

Amount of Contract:

\$27,632.54

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210127 UJ Agenda Package POs	Cover Memo	1/27/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	1/28/2021 - 2:54 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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>4718</u>	2021	(F7000) MOTOR POOL	CHEVROLET SILVERADO 4X2 ½ TON CREW CAB PICKUP TRUCK (SEALED BID 5473)	\$27,632.54	<u>(210000) UJ CHEVROLET CO INC</u>

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

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004718-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Approved	Page 1
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Vendor U J CHEVROLET CO INC 7581 AIRPORT BLVD MOBILE, AL 36608 Tel#251-633-3321 Fax 251-452-0066	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/21	210000	01/12/21			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	TRUCK PICK UP 1/2 TON 4X2 CREW CAB PICKUP TRUCK WITH 6.5 FOOT BED WITH LIGHT PACKAGE A INSTALLED. VENDOR TO PROVIDE CHEVROLET SILVERADO 1500 VENDOR SHALL DELIVER TO CITY OF MOBILE MOTOR POOL 745 SOUTH BROAD STREET MOBILE, ALABAMA. NO CITY EMPLOYEE IS TO PICK UP THE VEHICLE, IF VENDOR FAILS TO DELIVER TO THE MOTOR POOL AT 745 BROAD STREET, THE CITY WILL DEDUCT \$1000.00 FROM THE PAYMENT AND PAYMENT MAY BE DELAYED. ANY CHANGES WILL BE DONE IN WRITING BY THE PURCHASING AGENT OF THE CITY OF MOBILE AS [ER MY BID #5473 AND YOUR QUOTE Additional Description Notes 2021 1/2 TON 4X2 CREW CAB PICKUP TRUCK WITH 6.5 FOOT BED WITH LIGHT PACKAGE A INSTALLED. REQUESTED BY TRAFFIC ENGINEERING	1.00 EACH	27632.54000	27632.54
1	2000.80.00.0000.0000.0000.0000.47120. E E0004 .VEHICLEEXP.			27632.54

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004718-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Approved	Page 2
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Vendor U J CHEVROLET CO INC 7581 AIRPORT BLVD MOBILE, AL 36608 Tel#251-633-3321 Fax 251-452-0066	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/21	210000	01/12/21			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 27632.54

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

Account	Amount	Remaining Budget
E E0004 .VEHICLEEXP.	27632.54	6961.98

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47120.		

27632.54
CAPITAL IMPROVEMENTS FUND EXP VEHICLE ACQ (GREATER \$5000)

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

Activity	Date	Clerk	Comment
Approved	01/19/21	KINA ANDREWS	
Approved	01/19/21	JOHN PEAVY	Auto approved by: 910515803
Approved	01/19/21	DORIS IRBY	Auto approved by: 910515803

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004718-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Approved	Page 3
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Vendor U J CHEVROLET CO INC 7581 AIRPORT BLVD MOBILE, AL 36608 Tel#251-633-3321 Fax 251-452-0066	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/21	210000	01/12/21			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Approved	01/19/21 TIFFANY HOLLINS			
Approved	01/19/21 MARILYN MCMILLAN	Auto approved by: 910514227		
Approved	01/19/21 RELYA MALLORY	Auto approved by: 910514227		
Approved	01/24/21 DONNA MICHELE STANLEY	Auto approved by: 9105paij		
Approved	01/24/21 DONALD ROSE	Auto approved by: 9105paij		
Approved	01/24/21 SANDRA LEWIS	Auto approved by: 9105paij		
Approved	01/24/21 HEATHER KIHYET	Auto approved by: 9105paij		
Approved	01/24/21 JOHN PAINE			

Authorized By: _____ Date: _____

Signature

BID TAB FOR BID #5473**PICKUP TRUCKS****STIVERS
FORD****UJ CHEVY****AUTO-
NATION
FORD****1/2 TON 4X2 EXTENDED CAB**

6.5 ft	Pkg A	\$26,721.00 **\$28,057.05	\$25,215.68	\$27,880.00
8 ft	Pkg A	\$26,855.00 \$28,197.75		\$27,990.00
6.5 ft	Pkg B	\$27,221.00 \$28,582.05	\$26,635.35	\$29,880.00
8 ft	Pkg B	\$27,355.00 \$28,772.75		\$29,990.00

1/2 TON 4X4 EXTENDED CAB

6.5 ft	Pkg A	\$28,782.00 \$30,221.10	\$27,491.84	\$29,950.00
8 ft	Pkg A	\$30,451.00 \$31,973.55		\$31,120.00
6.5 ft	Pkg B	\$29,282.00 \$30,746.10	\$28,911.84	\$31,950.00

1/2 TON 4X2 4 DOOR CREW CAB

6.5 ft	Pkg A		\$27,632.54	\$33,645.00
8 ft	Pkg A			
6.5 ft	Pkg B	*	\$29,052.54	\$35,645.00
8 ft	Pkg B			

1/2 TON 4X4 EXTENDED CAB

6.5 ft	Pkg A	\$33,058.00 \$34,710.90	\$29,629.05	\$37,225.00
6.5 ft	Pkg B	\$33,058.00 \$34,710.90	\$31,049.05	\$39,225.00

3/4 TON 4X2 EXTENDED CAB

6.5 ft	Pkg A	\$28,965.00 \$30,413.25	\$30,512.67	\$29,940.00
8 ft	Pkg A	\$29,644.00 \$31,162.20	\$30,696.19	\$30,140.00
6.5 ft	Pkg B	\$29,465.00 \$30,938.25	\$31,932.67	\$31,940.00
8 ft	Pkg B	\$29,644.00 \$31,125.20	\$32,116.19	\$32,140.00

3/4 TON 4X4 EXTENDED CAB

6.5 ft	Pkg B	\$31,923.00 \$33,519.15	\$33,477.01	\$34,398.00
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3/4 TON 4X2 4 DOOR CREW CAB

6.5 ft	Pkg A	*	\$31,939.45	\$31,220.00
8 ft	Pkg A		\$32,122.91	\$31,420.00
		\$30,780.00		
6.5 ft	Pkg B	\$32,319.00	\$33,359.88	\$33,220.00
		\$30,937.00		
8 ft	Pkg B	\$32,483.85	\$33,542.91	\$33,420.00

3/4 TON 4X4 4 DOOR CREW CAB

		\$32,745.00		
6.5 ft	Pkg A	\$34,382.25	\$33,908.72	\$33,710.00
8 ft	Pkg B		\$35,512.28	\$33,910.00
		\$33,245.00		
6.5 ft	Pkg B	\$34,907.25	\$35,328.72	\$35,710.00
		\$33,431.00		\$33,910
8 ft	Pkg B	\$35,102.55	\$35,512.28	\$35,910

*VENDOR USED INCORRECT BID FORM

**ADJUSTED FOR LOCAL VENDOR PREFERENCE

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: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
09/11/2020	5473	Motor Pool	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Tuesday, September 15, 2020

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<u>CORRECTED BID PAGE FOR BID #5473</u> 2021 OR NEWER ½ and ¾ TON PICKUP TRUCKS					
Appx. 1-20	2021 or Newer ½ Ton 4x2 Extended Cab Pickup Truck 6 ½ foot bed with Light Package A, or equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ½ Ton 4x2 Extended Cab Pickup Truck 8 ½ foot bed with light package A, or equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ½ Ton 4x2 Extended Cab Pickup Truck 6 ½ foot bed with Light Package B or equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ½ Ton 4x2 Extended Cab Pickup Truck 8 foot bed with Light Package B, or equal as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Page 1 of 7			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 7						
Appx. 1-20	2021 or Newer ½ Ton 4x4 Extended Cab Pickup Truck 6 ½ foot bed with Light Package A, or Equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ½ Ton 4x4 Extended Cab Pickup Truck 8 foot bed and Light Package A, or Equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ½ Ton 4x4 Extended Cab Pickup Truck 6 ½ foot bed with Light Package B, or Equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ½ Ton 4x2 Four (4) Door Crew Cab Pickup Truck 6 ½ foot bed with Light Package A, or Equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ½ Ton 4x2 Four (4) Door Crew Cab Pickup Truck 8 foot bed with Light Package A, or Equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ½ Ton 4x2 Four (4) Door Crew Cab Pickup Truck 6 ½ foot bed with Light Package B, or Equal as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Page 3 of 7						
Appx. 1-20	2021 or Newer ½ Ton 4x2 Four (4) Door Crew Cab Pickup Truck 8 foot bed with Light Package B, or Equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ½ Ton 4x4 Four (4) Door Crew Cab Pickup Truck 6 ½ foot bed with Light Package A, or Equal as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ½ Ton 4x4 Four (4) Door Crew Cab Pickup Truck 6 ½ foot bed with Light Package B, or Equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ¾ Ton 4x2 Extended Cab Pickup Truck 6 ½ foot bed with Light Package A, or Equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ¾ Ton 4x2 Extended Cab Pickup Truck 8 foot bed with Light Package A, or Equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ¾ Ton 4x2 Extended Cab Pickup Truck 6 ½ foot bed with Light Package B, or Equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
			TOTAL			

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Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods
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BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Page 4 of 7						
Appx. 1-20	2021 or Newer ¾ Ton 4x2 Extended Cab Pickup Truck 8 foot bed with Light Package B, or Equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ¾ Ton 4x4 Extended Cab Pickup Truck 6 ½ foot bed with Light Package B, or Equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ¾ Ton 4x2 Four (4) Door Crew Cab Pickup Truck 6 ½ foot bed with Light Package A, or Equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ¾ Ton 4x2 Four (4) Door Crew Cab Pickup Truck 8 foot bed with Light Package A, or Equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ¾ Ton 4x2 Four (4) Door Crew Cab Pickup Truck 6 ½ foot bed with Light Package B, or Equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ¾ Ton 4x2 Four (4) Door Crew Cab Pickup Truck 8 foot bed with Light Package B, or Equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
			TOTAL			

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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.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 5 of 7					
Appx. 1-20	2021 or Newer ¾ Ton 4x4 Four (4) Door Crew Cab Pickup Truck 6 ½ foot bed with Light Package A, or Equal, as per the following <u>MINIMUM</u> Specifications.					
	Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ¾ Ton 4x4 Four (4) Door Crew Cab Pickup Truck 8 foot bed with Light Package B, or Equal as per the following <u>MINIMUM</u> Specifications.					
	Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ¾ Ton 4x4 Four (4) Door Crew Cab Pickup Truck 6 ½ foot bed with light package B, or Equal as per the following <u>MINIMUM</u> specifications.					
	Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ¾ Ton 4x4 Four (4) Door Crew Cab Pickup Truck 8 foot bed with Light Package B, or Equal as per the following <u>MINIMUM</u> Specifications.					
	Make: _____ Model: _____					
	Furnish Factory Literature and Specifications.					
	All trucks shall be delivered with trailer package, spray in bed liner, running bar/step bar as a standard equipment, and Strobe/LED Warning Lights system as specified.					
	Colors ordered may be white or red.					
	Upon award, the City may purchase a minimum of one (1) of each of the 2021 or Newer ½ or ¾ Ton Pickup Trucks.					
	The City may buy up to twenty-five (25) more of each of the various pickup types listed above.					
	Different prices for different colors not acceptable.					
	NOTE: Front four (4) Corner Warning Lights shall NOT be installed in headlight/turn signal/parking light fixture. Any vehicle delivered with					

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IN ENCLOSED ENVELOPE

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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.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 6 of 7 the front four corner warning lights installed in the headlight/turn signal/parking light fixtures will be refused and only accepted once vendor replaces the light fixture with the new ones. Vehicle(s) are to be delivered with four (4) sets of fully functional keys that include the electronics and are coded to start the vehicles. Vehicle colors will be decided prior to issuance of Purchase Order. White and Red should be available along with other colors. Different prices for different colors not acceptable. Include the price of Application for Certificate of Title in your bid price. All standard items as stated in your model Literature must remain on vehicle, not removed except as noted. City of Mobile Business License Required – See Item 14 (on reverse side) 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.					
			TOTAL			

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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 _____

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

All vehicles will be provided with the following:

Trailer receiver high, 6 pin and 7 pin electrical connections for trailer, spray in bed liner, and running board suitable for the cabs of the vehicle.

Vehicles will be provided with a LED Strobe Warning System as specified.

Warning Light Kit A

Vehicle shall be equipped with LED 4 Corner Strobe Light Kit.

LED lights shall be approximately 3.5 inches in length, 1.4 inches wide with a height from surface of approximately .75 inches.

There shall be no LED strobes in either the headlights/turn signal or taillight light fixture.

If they are placed in the headlight/turn signal or taillight lift fixtures, the vehicle will be refused.

The light heads should use approximately .5 (½) AMP of power each light head and be white in color. Other colors may be requested (yellow, red, or blue), and will be indicated on the Purchase Order.

Warning Light Kit B

Lighting part to consist of light heads using surface mounting approximate dimension of light heads to be 3.5" in height, 1.4" in width with height from surface of mount. Not to exceed approximately ¾".

Voltage current use lights shall be rated at .5 (½) AMP per light head. LEDs will be white. Other colors may be requested (yellow, red, or blue) and will be indicated on the Purchase Order.

Kit shall consist of 2 light heads on front of vehicle, 2 light heads on rear of vehicle. A side light shall consist of 8 light heads under the cab frame or on running board protected from footwear contact and road debris. Running board/side lights shall be 4 clear and 4 amber (yellow) per side.

Under no circumstances shall a LED strobe be placed in front headlight or turn signal fixture or in rear taillight fixture.

If so placed, vehicle will be rejected until at which time the fixture has been replaced.

SPECIFICATIONS

1 -20 – 2021 or Newer ½ Ton 4 X 2 Extended Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	_____	_____
2. Fuel Type – Gasoline.	_____	_____
3. Drive Type – 4 X 2.	_____	_____
4. Transmission – Automatic.	_____	_____
5. Color – White.	_____	_____
6. Dual Air Bags.	_____	_____
7. Heat and Air conditioning – Factory Installed.	_____	_____
8. Radio – AM/FM with CD Player - Factory Installed.	_____	_____
9. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	_____	_____
10. Cruise Control – Factory Installed.	_____	_____
11. Tilt Steering - Factory Installed.	_____	_____
12. Brakes – Anti-Lock Brakes.	_____	_____
13. Wheels – No Hub Caps.	_____	_____
14. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	_____	_____
15. Power Windows.	_____	_____
16. Power Door Locks.	_____	_____
17. Map Lights and Day Time Running Lights.	_____	_____
18. Camera – Rear back up camera.	_____	_____
19. Four Corner Strobes Lights per specification	_____	_____
20. Spray on Bedliner.	_____	_____
21. Tow Package.	_____	_____

SPECIFICATIONS

1 -20 – 2021 or Newer ½ Ton 4 X 4 Extended Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.		
2. Fuel Type – Gasoline.		
3. Drive Type – 4 X 4		
4. Transmission – Automatic.		
5. Color – White.		
6. Dual Air Bags.		
7. Heat and Air conditioning – Factory Installed.		
8. Radio – AM/FM with CD Player - Factory Installed.		
9. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.		
10. Cruise Control – Factory Installed.		
11. Tilt Steering - Factory Installed.		
12. Brakes – Anti-Lock Brakes.		
13. Wheels – No Hub Caps.		
14. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.		
15. Power Windows.		
16. Power Door Locks.		
17. Map Lights and Day Time Running Lights.		
18. Camera – Rear back up camera.		
19. LED warning lights as per specifications		
20. Spray on Bedliner.		
21. Tow Package.		

SPECIFICATIONS

1 -20 – 2021 or Newer ½ Ton 4 X 2 Four (4) Door Crew Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.		
2. Fuel Type – Gasoline.		
3. Drive Type – 4 X 2.		
4. Transmission – Automatic.		
5. Color – White.		
6. Dual Air Bags.		
7. Heat and Air conditioning – Factory Installed.		
8. Radio – AM/FM with CD Player - Factory Installed.		
9. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.		
10. Cruise Control – Factory Installed.		
11. Tilt Steering - Factory Installed.		
12. Brakes – Anti-Lock Brakes.		
13. Wheels – No Hub Caps.		
14. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.		
15. Power Windows.		
16. Power Door Locks.		
17. Map Lights and Day Time Running Lights.		
18. Camera – Rear back up camera.		
19. LED Warning package as per specifications		
20. Spray on Bedliner.		
21. Tow Package.		

SPECIFICATIONS

1 -20 – 2021 or Newer ½ Ton 4 X 4 Four (4) Door Crew Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.		
2. Fuel Type – Gasoline.		
3. Drive Type – 4 X 4.		
4. Transmission – Automatic.		
5. Color – White.		
6. Dual Air Bags.		
7. Heat and Air conditioning – Factory Installed.		
8. Radio – AM/FM with CD Player - Factory Installed.		
9. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.		
10. Cruise Control – Factory Installed.		
11. Tilt Steering - Factory Installed.		
12. Brakes – Anti-Lock Brakes.		
13. Wheels – No Hub Caps.		
14. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.		
15. Power Windows.		
16. Power Door Locks.		
17. Map Lights and Day Time Running Lights.		
18. Camera – Rear back up camera.		
19. LED Warning package as per specifications		
20. Spray on Bedliner.		
21. Tow Package.		

SPECIFICATIONS

1 -20 – 2021 or Newer ¾ Ton 4 X 2 Extended Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	☐	☐
2. Fuel Type – Gasoline.	☐	☐
3. Drive Type – 4 X 2.	☐	☐
4. Transmission – Automatic.	☐	☐
5. Color – White.	☐	☐
6. Dual Air Bags.	☐	☐
7. Heat and Air conditioning – Factory Installed.	☐	☐
8. Radio – AM/FM with CD Player - Factory Installed.	☐	☐
9. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	☐	☐
10. Cruise Control – Factory Installed.	☐	☐
11. Tilt Steering - Factory Installed.	☐	☐
12. Brakes – Anti-Lock Brakes.	☐	☐
13. Wheels – No Hub Caps.	☐	☐
14. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	☐	☐
15. Power Windows.	☐	☐
16. Power Door Locks.	☐	☐
17. Map Lights and Day Time Running Lights.	☐	☐
18. Camera – Rear back up camera.	☐	☐
19. LED Warning package as per specifications	☐	☐
20. Running Boards	☐	☐
21. Spray on Bedliner.	☐	☐
23 Trailer Package	☐	☐

SPECIFICATIONS

1 -20 – 2021 or Newer ¾ Ton 4 X 4 Extended Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	☐	☐
2. Fuel Type – Gasoline.	☐	☐
3. Drive Type – 4 X 4.	☐	☐
4. Transmission – Automatic.	☐	☐
5. Color – White.	☐	☐
6. Dual Air Bags.	☐	☐
7. Heat and Air conditioning – Factory Installed.	☐	☐
8. Radio – AM/FM with CD Player - Factory Installed.	☐	☐
9. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	☐	☐
10. Cruise Control – Factory Installed.	☐	☐
11. Tilt Steering - Factory Installed.	☐	☐
12. Brakes – Anti-Lock Brakes.	☐	☐
13. Wheels – No Hub Caps.	☐	☐
14. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	☐	☐
15. Power Windows.	☐	☐
16. Power Door Locks.	☐	☐
17. Map Lights and Day Time Running Lights.	☐	☐
18. Camera – Rear back up camera.	☐	☐
19. LED Warning package as per specifications	☐	☐
20. Spray on Bedliner.	☐	☐
23 Trailer towing package	☐	☐

SPECIFICATIONS

1 -20 – 2021 or Newer ¾ Ton 4 X 2 Four (4) Door Crew Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.		
2. Fuel Type – Gasoline.		
3. Drive Type – 4 X 2.		
4. Transmission – Automatic.		
5. Color – White.		
6. Dual Air Bags.		
7. Heat and Air conditioning – Factory Installed.		
8. Radio – AM/FM with CD Player - Factory Installed.		
9. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.		
10. Cruise Control – Factory Installed.		
11. Tilt Steering - Factory Installed.		
12. Brakes – Anti-Lock Brakes.		
13. Wheels – No Hub Caps.		
14. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.		
15. Power Windows.		
16. Power Door Locks.		
17. Map Lights and Day Time Running Lights.		
18. Camera – Rear back up camera.		
19. LED Warning package as per specifications		
20. Spray on Bedliner.		
21. Trailer Towing package		

SPECIFICATIONS

1 -20 – 20212 or Newer ¾ Ton 4 X 4 Four (4) Door Crew Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	☐	☐
2. Fuel Type – Gasoline.	☐	☐
3. Drive Type – 4 X 4.	☐	☐
4. Transmission – Automatic.	☐	☐
5. Color – White.	☐	☐
6. Dual Air Bags.	☐	☐
7. Heat and Air conditioning – Factory Installed.	☐	☐
8. Radio – AM/FM with CD Player - Factory Installed.	☐	☐
9. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	☐	☐
10. Cruise Control – Factory Installed.	☐	☐
11. Tilt Steering - Factory Installed.	☐	☐
12. Brakes – Anti-Lock Brakes.	☐	☐
13. Wheels – No Hub Caps.	☐	☐
14. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	☐	☐
15. Power Windows.	☐	☐
16. Power Door Locks.	☐	☐
17. Map Lights and Day Time Running Lights.	☐	☐
18. Camera – Rear back up camera.	☐	☐
19. LED Warning package as per specifications	☐	☐
20. Spray on Bedliner.	☐	☐



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:2/2/2021

Submitted by:

John Paine. Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Truck Equipment Sales Inc for 3 Ford F250 extended cab trucks with Knapheide 696 utility body.

General Fund.

Amount of Contract:

\$107,970.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210127 Truck Agenda Package POs	Cover Memo	1/27/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	1/28/2021 - 2:53 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>704</u>	2021	(F7000) MOTOR POOL	3 FORD F250 EXTENDED CAB TRUCKS WITH KNAPHEIDE 696 UTILITY BODY (SEALED BID 5497)	\$107,970.00	<u>(208560) TRUCK EQUIPMENT SALES INC</u>

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

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000704-00 FY 2021 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 1
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Vendor
 TRUCK EQUIPMENT SALES INC
 4700 RANGELINE RD

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36619

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#251-666-8606
 Fax 251-666-8676

Delivery Reference
 DIANE CARTER-MCCARTY

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/13/20	208560	10/13/20			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 3/4 TON TRUCK W/UTILITY BODY AS SPECIFIED: 2021 FORD F250 EXTENDED CAB WITH UTILITY BODY MOUNTED ON CHASSIS, PIPE RACK, SPRAY ON BEDLINER, LIGHT PACKAGE A (FOUR CORNER STROBES) AND TOW PACKAGE. VENDOR TO PROVIDE 2021 OR NEWER FORD F-250 WITH KNAPHEIDE 696 BODY. VENDOR SHALL DELIVER THE COMPLETED UNITS TO THE CITY OF MOBILE MOTOR POOL AT 745 SOUTH BTROAD STREET. AS PER MU BID #5497 AND YOUR QUOTE Additional Description Notes	3.00 EACH	35990.00000	107970.00

2021 FORD F250 EXTENDED CAB WITH UTILITY BODY MOUNTED ON CHASSIS, PIPE RACK, SPRAY ON BEDLINER, LIGHT PACKAGE A (FOUR CORNER STROBES) AND STANDARD TOW PACKAGE. REQUESTED BY FACILILTY MAINTENANCE MECHANICAL SYSTEMS.

1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP03035 .VEHICLEEXP.	107970.00
--	-----------

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

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000704-00 FY 2021 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 2
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Vendor
 TRUCK EQUIPMENT SALES INC
 4700 RANGELINE RD

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36619

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#251-666-8606
 Fax 251-666-8676

Delivery Reference
 DIANE CARTER-MCCARTY

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/13/20	208560	10/13/20			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MOTOR POOL			
	745 BROAD STREET			
	MOBILE, AL 36604			

Requisition Link

Requisition Total 107970.00

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

Account	Amount	Remaining Budget
E MP03035 .VEHICLEEXP.	107970.00	158172.41

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	107970.00	
MOTOR POOL EXP		
VEHICLE ACQ (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Cancelled	01/24/21	JOHN PAINE	GL Allocation changed
Approved	10/14/20	DIANE MCCARTY	
Approved	01/25/21	DIANE MCCARTY	
Approved	01/25/21	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	01/25/21	DONALD ROSE	Auto approved by: 9105paij
Approved	01/25/21	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/25/21	HEATHER KIHYET	Auto approved by: 9105paij
Approved	01/25/21	JOHN PAINE	

Authorized By: _____ Date: _____

=====	=====
Bill To	Requisition 00000704-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
=====	=====

Vendor
TRUCK EQUIPMENT SALES INC
4700 RANGELINE RD

Ship To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36619

MOBILE, AL 36604
CARTERD@CITYOFMOBILE.ORG

Tel#251-666-8606
Fax 251-666-8676

Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
10/13/20	208560	10/13/20			MOTOR POOL
-----	-----	-----	-----	-----	-----

LN Description / Account	Signature	Qty	Unit Price	Net Price
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BID TAB FOR BID #5497

3/4 TON EXTENDED CAB TRUCK WITH UTILITY BODY

TRUCK EQUIPMENT SALES	LONG LEWIS OF THE RIVER REGION
\$35,990.00	\$36,506.00

Do Not Return Via Email or Fax

BID SHEET

This is Not an Order

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

Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
11/25/2020	5497	Motor Pool	Broad Street

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Friday, December 11, 2020

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 2-8	¾ TON EXTENDED CAB TRUCK WITH UTILITY BODY Vendor to provide chassis with Reading Model U98 Body, or equal, already mounted to chassis. Chassis Make _____ Model _____ Body Make _____ Model _____ Provide literature and specifications on product bid. State Warranty _____ Location of Installation _____ The Chassis are ¾ Ton Extended Cab Chassis with single rear wheels, gasoline engines and C.A. of 56 inches. Upon award, the City will purchase a minimum of two (2) trucks with utility bodies. The City may purchase up to six (6) additional trucks with utility bodies following the award of this bid.					
			TOTAL			

Page 1 of 2

**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 unopened.
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 Price to be firm for a one (1) year period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for two (2) additional one (1) year periods. City of Mobile Business license required. See Item 14 on reverse. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. TO BE AWARDED ALL OR NONE					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

CHASSIS SPECIFICATIONS

	YES	NO
1. ¾ TON CHASSIS	☐	☐
2. EXTENDED CAB	☐	☐
3. GASOLINE ENGINE	☐	☐
4. POWER WINDOWS, MIRRORS, AND DOOR LOCKS	☐	☐
5. SINGLE REAR AXLE	☐	☐
6. ALL WEATHER TIRES	☐	☐
7. AIR CONDITIONING	☐	☐
8. VINYL SEATS	☐	☐
9. CHASSIS COLOR TO BE WHITE	☐	☐
10. TOWING PACKAGE	☐	☐
11. SPARE TIRE WITH CRANK DOWN STORAGE	☐	☐
12. CAB TO AXLE – 56 INCHES	☐	☐

BODY SPECIFICATIONS

The Following MINIMUM are for a utility body- to be installed on new CAB//CHASSIS with factory receiver hitch. Cab to axle measure is 56 inches. Utility body is 97.25 inches long x 76 inches wide.

	YES	NO
1. Body Shell - The body shell is to be constructed of 14-gauge two-sided A40 Galvanneal steel. The compartment tops and backs are to be a one-piece seamless design. All doors, door openings, drip rails, and other exposed steel edges are to be hemmed for strength, safety, and resistance to corrosion.	_____	_____
2. Floor - The floor plate is to be constructed of a <u>minimum</u> of 12-gauge treadplate with a 13/8" return flange on each side. The side compartment back panel should overlap and interlock with the floor flange, providing support for the weight of the side compartment.	_____	_____
3. Understructure - Cross sills are to be constructed from 11-gauge steel with 50,000 psi minimum yield strength.	_____	_____
4. Tailgate - The tailgate is to be constructed of 14-gauge two-sided A40 Galvanneal steel. The tailgate is to be a <u>minimum</u> of 12" high and be a slammable style.	_____	_____
5. Doors - The doors are to be constructed of 20-gauge two-sided A40 Galvanneal steel. The doors are to be double paneled with hat section reinforcements.	_____	_____
6. Hinges - Corrosion resistant all stainless steel continuous hinges are to be installed to provide full length support for the doors and pry-proof security with a built-in weather shield. Hinges are to be spot welded to the door frames and must be supported with a six-year warranty.	_____	_____
7. Rotary Latches - Zinc plated corrosion resistant rotary latches are riveted to the doors with non-corrosive aluminum rivets incorporating stainless steel mandrels. The rotary latches are to be slam-latchable. The latching cam is to be elongated to allow the latch to move vertically relative to the lock strike to prevent torsional damage.	_____	_____
8. Door Strikers - Adjustable strikers are to be affixed to the door frames with screws. (Welded-on door strikers are not acceptable.)	_____	_____
9. Door Seals - Automotive "bulb type" neoprene door seals are to be installed by the manufacturer of the body on all door frames.	_____	_____
10. Door Retainers - Double spring over center door retainers are to be installed on all vertical doors. Retainers need to hold doors in positive open or closed position. (Other types of retainers, like cables or chains, are not acceptable.)	_____	_____

- | | | |
|--|-------|-------|
| 11. Shelving - Shelves are to be constructed of 18-gauge bright spangled galvanized steel. All shelves are to have hemmed dividers on 4" centers. Shelves need to have a minimum capacity rating of 250 lbs. | _____ | _____ |
| 12. Shelving - 2 adjustable shelves with dividers street and curbside front vertical
1 adjustable shelf with dividers street and curbside rear vertical
1 adjustable shelf curbside horizontal. | _____ | _____ |
| 13. Exterior Prime Paint - The body is to be completely immersed in electro deposition gray epoxy prime paint featuring a zinc phosphate pre coat and seal for additional corrosion protection. Prime paint is to be oven cured to provide a hard, durable finish. | _____ | _____ |
| 14. Interior Paint - Interior paint is to be a mid-gloss, mar resistant, light gray finish. | _____ | _____ |
| 15. Final Paint - Factory painted white inside of compartments and exterior of body. | _____ | _____ |
| 16. Undercoating - The body is to be completely undercoated by the body manufacturer using a water base acrylic. | _____ | _____ |
| 17. Installation - The manufacturer of the body is to supply a recommended installation process along with detailed installation instructions that conform to all applicable Federal Motor Vehicle Safety Standards. Rear body-to-chassis mounting brackets need to incorporate bumper support as well as provide FMVSS 301 protection. Furthermore, the manufacturer of the body is to supply an owner manual describing the proper care and maintenance of the body for the user. | _____ | _____ |
| 18. Warranty - The following items are to be covered by a <u>minimum</u> six (6) year limited warranty to the first owner/user of record. | _____ | _____ |
| 19. No Rust-Thru Guarantee | _____ | _____ |
| 20. Continuous Door Hinges -Guaranteed not to fail to operate or come off product. | _____ | _____ |
| 21. Latches and Lock Cylinders -Guaranteed against failure. | _____ | _____ |
| 22. Shelves -Guaranteed not to fail in bending under a maximum 250 lb. rated load. | _____ | _____ |
| 23. Lighting - Lighting is to meet all FMVSS standards. The wiring harness is to be encased in a plastic loom and all wires are to be colored for ease of troubleshooting. The wire harness must have connectors that are compatible with Ford, GM, and Dodge chassis without splicing. The stop/tail/tum and backup lights are to be recessed in the rear of the body. The stop/tail/tum lights are to be clear-back style. The side marker lights are to be recessed in the body drip rail for protection. | _____ | _____ |
| 24. Interior Compartment - The rear compartments are to be illuminated from clear back style taillights. All Lighting compartments are to be illuminated with lights powered off taillight circuit. Manual toggle switches are required on each light. | _____ | _____ |

25. Lighting Wire - Wires must be retained by a fastening system. _____
26. Retention Interior Light Guard and Warning Lights - Light guards are to be installed by the body manufacturer to provide protection for recessed stop/tail/turn, backup lights, and warning lights. The wiring harness needs to be protected also. _____
27. Bumper - Drop step bumper with pintle recess cutout. _____
28. Ladder rack Kargo master pipe rack constructed of 2" steel tubing, powder coated with a load rating of 1700 lbs. Cross bars are 62 inches wide. _____
29. Bed liner Inside of body between compartments shall have a sprayed in bed liner applied. Spray in Bed liner shall be applied to the bottom of the open area as well as the sides up to the top of the compartments. Vendor shall also spray the tops of the compartments with the same Material as the sides and bottom of the center opening of the bottom. There shall be four (4) drain holes, one in each corner, each drain hole shall have an opening no less than 3/4" open area after body has been painted and sprayed with spray in liner to allow for the drainage of rain and wash water _____
30. There shall be four (4) drain holes, one in each corner, each drain hole shall have an opening no less than 3/4" open area after body has been painted and sprayed with spray in liner to allow for the drainage of rain and wash water. _____
31. Four corner warning lights - Four (4) corner LED lights with rear round or square light heads recessed into the rear of the utility body Whelen brand LED or Equal – all LED with 5-year warranty. Front four (4) Corner Warning Lights shall not be installed in headlight/turn signal/parking light fixture. Any vehicle delivered with the front four corner warning lights installed in the headlight/turn signal/parking light fixtures will be refused and only accepted once vendor replaces the light fixture with the new ones. _____
32. Chassis to be provided with crank down spare tire mount with tire. Vendor shall make sure that both items are accessible with the body bid by bidder. _____



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:2/2/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to DreamSeats LLC for chairs, recliners, sofas, and bedframes.

General Fund.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210128 Dreamseat Agenda Package POs	Cover Memo	1/28/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	1/28/2021 - 2:53 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>4622</u>	2021	(1510) FIRE ADMINISTRATION	CHAIRS, RECLINERS, SOFAS AND BEDFRAMES FOR FIRE STATIONS (TIPS COOPERATIVE PURCHASING AGREEMENT, NOT FOR LOWER PRICE ON STATE CONTRACT)	\$17,017.68	<u>(295300)</u> <u>DREAMSEATS</u> <u>LLC</u>

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

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004622-00 FY 2021 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 1
--	---	--------

Vendor DREAMSEAT LLC 60 AUSTIN BLVD COMMACK, NY 11725 Tel#631-656-1006 Fax 631-845-0470	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
01/11/21	295300				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER YOUR QUOTE #ES00003520 DATED 1/11/2021 AND PER TIPPS CONTRACT: 200301
 Furniture, Furnishings and Services
 EXPIRES MAY 31, 2023.

001	LOUNGE RECLINER	10.00 EACH	839.99000	8399.90
-----	-----------------	---------------	-----------	---------

Additional Description Notes

XZ418301RHTBLK HT Recliner Black
 WITH Custom 30" Dillon Black XZipit Panel (POCUSTOM) AT NO CHARGE
 Vendor Item
 Inventory Item/Loc 5352

1	6120.70.15.0000.0000.1510.0000.0000.44020.			8399.90
---	--	--	--	---------

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004622-00 FY 2021 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 2
--	---	--------

Vendor DREAMSEAT LLC 60 AUSTIN BLVD COMMACK, NY 11725 Tel#631-656-1006 Fax 631-845-0470	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
01/11/21	295300				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
002 LOUNGE 3 SEATER AS FOLLOWS:	2.00 EACH	1259.99000	2519.98

Additional Description Notes

XZ7759001SOLPBK XCalibur Sofa Black
 WITH Custom 30" Dillon Black XZipit Panel
 (POCUSTOM) AT NO CHARGE.
 Vendor Item
 Inventory Item/Loc 5350

1 6120.70.15.0000.0000.1510.0000.0000.44020.	2519.98
--	---------

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 CHAIR TASK AS FOLLOWS:	3.00 EACH	279.99000	839.97
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Additional Description Notes

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004622-00 FY 2021 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 3
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Vendor DREAMSEAT LLC 60 AUSTIN BLVD COMMACK, NY 11725 Tel#631-656-1006 Fax 631-845-0470	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
01/11/21	295300				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	XZOC2000 XZipit Office Chair 2000 WITH Custom 30" Dillon Black XZipit Panel (POCUSTOM) AT NO CHARGE. Vendor Item Inventory Item/Loc 5495 1 6120.70.15.0000.0000.1510.0000.0000.44020.			839.97
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	CHAIR SIDE AS FOLLOWS:	2.00 EACH	244.99000	489.98
Additional Description Notes				
XZ84313SLEDBCBK XZipit Sled Base Chair Black, WITH Custom 30" Dillon Black XZipit Panel (POCUSTOM) AT NO CHARGE. Vendor Item Inventory Item/Loc 5334 1 6120.70.15.0000.0000.1510.0000.0000.44020.				
				489.98

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004622-00 FY 2021 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 4
--	---	--------

Vendor DREAMSEAT LLC 60 AUSTIN BLVD COMMACK, NY 11725 Tel#631-656-1006 Fax 631-845-0470	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
01/11/21	295300				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			
005	BED FRAME, TWIN, EXTRA HEAVY DUTY 1101TX-418250-PL-TE Twin XL Metal Bed with HPL Hea Vendor Item	12.00 EACH	299.00000	3588.00
1	6120.70.15.0000.0000.1510.0000.0000.44020.			3588.00
	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			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004622-00 FY 2021 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 5
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Vendor DREAMSEAT LLC 60 AUSTIN BLVD COMMACK, NY 11725 Tel#631-656-1006 Fax 631-845-0470	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
01/11/21	295300				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
006	FREIGHT	1.00 EACH	1179.85000	1179.85
	Vendor Item Inventory Item/Loc 14009			
1	6120.70.15.0000.0000.1510.0000.0000.44020.			1179.85
	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 17017.68

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

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.44020.	17017.68	2059059.61
EMERGENCY MEDICAL SVCS EXP	OPERATING SUPPLIES	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004622-00 FY 2021 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
--	---

Page 6

Vendor
 DREAMSEAT LLC
 60 AUSTIN BLVD

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

COMMACK, NY 11725

MOBILE, AL 36607

Tel#631-656-1006
 Fax 631-845-0470

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
01/11/21	295300				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****				
Activity	Date	Clerk	Comment	
Forward	01/12/21	JOHN PAINE		
Approved	01/28/21	DONNA MICHELE STANLEY	Auto approved by: 9105fo1a	
Approved	01/28/21	DONALD ROSE	Auto approved by: 9105fo1a	
Approved	01/28/21	SANDRA LEWIS	Auto approved by: 9105fo1a	
Approved	01/28/21	HEATHER KIHYET	Auto approved by: 9105fo1a	
Approved	01/28/21	ANNE FOLEY		
Approved	01/28/21	ANNE FOLEY	Auto approved by: 9105fo1a	

Authorized By: _____ Date: _____
 Signature

The Interlocal Purchasing System

Purchasing Made Personal



Printed 28 January 2021

www.dreamseat.com

DreamSeats LLC

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR'S TIPS
CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	150 Motor Parkway, Suite 200	NAME Meredith Barton
CITY	Hauppauge	PHONE (866) 839-8477
STATE	NY	FAX (866) 839-8472
ZIP	11788	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS No

HUB No

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT |
NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY

Overview

DreamSeat, LLC provides branded furniture to Schools, Governments, Municipalities, Fire Departments and other businesses. We provide Recliners, Office Chairs, Tables, Stationary Furniture including sofas, loveseats and club chairs, Fixed seating for film rooms and auditoriums, side chairs, sled chairs, end tables, beds & frames and much more.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
200301	Furniture, Furnishings and Services	05/31/2023	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

200301

David Shickler	Director of Sales	(631) 656-1066	dshickler@dreamseat.com
Tina Altadonna	Director of Marketing	(631) 656-1066	taltadonna@dreamseat.com



AGENDA ITEM SUMMARY SHEET

Agenda of:2/2/2021

Submitted by:

Relya Gill McMillian, Capital Projects Administrator

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To allocate Alabama Municipal Government Trust Funds to various Capital projects. (see attached resolution)

Funding Source

Project #

Discretionary Funds

Project String Org 2010-Alabama Municipal Trust Fund

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Capital	Mallory, Relya	Approved	1/22/2021 - 12:32 PM
Capital	Mallory, Relya	Approved	1/22/2021 - 12:32 PM
Mayors Office	Barber, James	Approved	1/28/2021 - 2:55 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/2/2021

Submitted by:

Nick Amberger, PE
City Engineer

Sponsored by:

Mayor Stimpson and Councilmembers Manzie and Gregory

Purpose and Scope of Project:

To accept professional service contract with Southern Earth Sciences, Inc. This is either necessary to respond to COVID - 19 or necessary to perform essential minimal functions of the council.

Amount of Contract:

\$56,538.90

Funding Source

Project #

Project String 2021-3005-05

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

Grant Funds

Discretionary Funds

Contract Number:

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	1/28/2021 - 1:32 PM
Capital	Hollins, Tiffany	Approved	1/28/2021 - 2:35 PM
Legal	Kern, Chris	Approved	1/28/2021 - 2:48 PM
Mayors Office	Barber, James	Approved	1/28/2021 - 2:56 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/2/2021

Submitted by:

Nick Amberger, P.E.
City Engineer

Sponsored by:

Mayor William S. Stimpson and Councilmembers Levon C. Manzie, C. J. Small, and John C. Williams

Purpose and Scope of Project:

To accept a contract with D.O.T Construction Services, Inc., to perform for the CITY all necessary construction services in connection with the PROJECT. This is a necessary minimum essential function of the Council-Public Works (Infrastructure/ Construction/other related services.)

Amount of Contract:

\$775,946.00

Funding Source

Project # C0417

Project String 20002000-48010

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

Grant Funds

Discretionary Funds

Contract Number:3114

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Engineering Amberger, Nick	Rejected	1/20/2021 - 1:09 PM
Engineering Williams, LaShey	Approved	1/20/2021 - 12:22 PM
Engineering Amberger, Nick	Approved	1/20/2021 - 1:38 PM

Capital	Hollins, Tiffany	Approved	1/20/2021 - 2:19 PM
Legal	Kern, Chris	Approved	1/21/2021 - 4:41 PM
Mayors Office	Barber, James	Approved	1/28/2021 - 2:55 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/2/2021

Submitted by:

Chief Jeremy Lami, MFRD

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize the Mayor to apply, accept, and receive, if awarded, a grant in the amount of \$288,385.00 in support of the FY 2020 Assistance to Firefighters (AFG) Grant Program, from the Department of Homeland Security, Federal Management Agency (FEMA). There is a 10% cost match requirement.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds \$288,385.00

Matching Funds \$28,838.50

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	1/28/2021 - 10:54 AM
Legal Kern, Chris	Approved	1/28/2021 - 1:14 PM
Legal Kern, Chris	Approved	1/28/2021 - 1:15 PM
Mayors Office Barber, James	Approved	1/28/2021 - 2:56 PM



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/2/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/28/2021 - 1:34
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/2/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember C. J. Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/2/2021

Funding Source

Project # 2762 Thompson Drive North - ME-110-20 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	1/27/2021 - 3:50 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/2/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember C. J. Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/2/2021

Funding Source

Project # 1907 St. Monica Drive - ME-116-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	1/27/2021 - 3:52 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/2/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember C. J. Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/2/2021

Funding Source

Project # 854 Pettus - ME-108-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	1/27/2021 - 3:53 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/2/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember John C. Williams - District 4

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/2/2021

Funding Source

Project # 1709 Marengo Drive - ME-091-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	1/27/2021 - 3:52 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/2/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember John C. Williams - District 4

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/2/2021

Funding Source

Project # 4241 Furman Drive - ME-024-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	1/27/2021 - 3:50 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/2/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Joel Daves - District 5

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/2/2021

Funding Source

Project # 714 Iris Avenue - ME-097-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	1/27/2021 - 3:51 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/2/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member Fred Richardson	District 1	6 cases
Council Member -Levon Manzie	District 2	6 cases
Council Member -C J Small	District 3	7 cases
Council Member -John Williams	District 4	0 cases
Council Member - Joel Daves	District 5	0 cases
Council Member - Bess Rich	District 6	0 cases
Council Member - Gina Gregory	District 7	0 cases

Purpose and Scope of Project:

Assess cost for removal of weeds Weed Lien Group 1607

Effective Date of Contract:

2/2/2021

Funding Source

Project # Assess cost for removal of weeds Weed
Lien Group 1607

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	Merchant, Mary Ann	Approved	1/27/2021 - 3:57 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/2/2021

Submitted by:

Shonnda Smith
MPRD Senior Director

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Recognizing employee of the month for February 2021, Cassandra Pettway with Connie Hudson Senior Center in Parks and Recreation

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Parks and Recreation Merchant, Mary Ann	Approved	1/21/2021 - 8:41 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/2/2021

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMAN GINA GREGORY

Purpose and Scope of Project:

FUNDS WILL BE USED FOR THEIR ANNUAL FESTIVAL OF FLOWERS
"SEMINARS AND DEMONSTRATION VENUE" TO BE HELD MARCH 12TH AND
13TH, 2021 AT THE CATHEDRAL SQUARE IN DOWNTOWN MOBILE

Amount of Contract:

\$2,000.00

Funding Source

Project # DSC-07 - 10041020-42080

Discretionary Funds DSC-07

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	1/28/2021 - 12:41 PM



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/2/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/28/2021 -
10:11 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/2/2021

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

City Council

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/1/2021 - 11:39
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/2/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/28/2021 - 2:51
PM