



## **AGENDA MOBILE CITY COUNCIL MEETING**

Tuesday, April 26, 2022, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**  
Pastor Chase Alford, Dayspring Baptist Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**  
April 19, 2022
7. **COMMUNICATIONS FROM THE MAYOR**
8. **MONTHLY FINANCE REPORTS**
9. **ADOPTION OF THE AGENDA**
10. **APPEALS**

Appeal of Cameron Kinney regarding the ARB's denial of his application to install vinyl windows at 1657 and 1659 Conti Street (District 2).

Request of Alice and Martin Andrews for a waiver of the Noise Ordinance at 1906 Springhill Ave. on May 28, 2022, from 7:00 p.m. - 11:00 p.m. (District 1).

Request of Frank Goode for a waiver of the Noise Ordinance at Herndon-Sage Park on June 4, 2022, from 8:00 a.m. - 4:00 p.m. (District 1).

Request of Richard Heidal for a waiver of the Noise Ordinance at 17 S. Monterey Street on April 30, 2022, from 6:00 p.m. - 10:00 p.m. (District 2).

Request of Jonathan DeLaFuente for a waiver of the Noise Ordinance at Cooper Riverside Park on May 7, 2022, from 2:00 p.m. - 8:00 p.m. (District 2).

Request of The Valentine Corporation for a waiver of the Noise Ordinance in

Bienville Square on May 14, 2022, from 10:00 a.m. - 4:00 p.m. (District 2).

Request of Riverside Productions for a waiver of the Noise Ordinance at Cooper Riverside Park on June 18, 2022, from 7:00 a.m. - 10:00 p.m. (District 2).

Request of Tolisha Moore for a waiver of the Noise Ordinance at 6415 Leflore Drive on May 15, 2022, from 10:00 a.m. - 10:00 p.m. (District 7).

## **11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL**

Rev. Bobby Brown - Redistricting

Tim Smith - Political & unintended consequences of redistricting.

Rev. Jim Flowers - Wants redistricting to represent a black majority.

Ben Harris - Will speak in support of the redistricting maps.

Voncille Cunningham - Provide information about Delta Sigma Theta's Red Walk.

Nigisti HiSmith - Introduce her ministry to the City.

Terri Mitchell - Concerns about the Animal Services Dept. related to the case at 1813 Halls Mill Rd.

Adrienne Edwards - Wants to introduce her organization and invite the Council to a community walk.

Mona Carter - Provide information regarding her organization; Moral Vigilantes Pursuing Progress.

Yolanda Rodgers - Wants to introduce her organization, Worthy of Life.

Reggie Hill - Provide overview of "Success 4 the Future", Project 100 Initiative and 2-5-1 Challenge.

Forlisher French - Provide information about the National Day of Prayer

## **12. ORDINANCES HELD OVER**

61-015 Ordinance to add Article XI for Chapter 61 - Traffic, of the Mobile City Code, entitled "Low Speed Vehicles" (sponsored by Councilmember Carroll) (submitted by Chris Arledge, Council Attorney).

01-025 Ordinance to provide for the reapportionment of the seven City Council Districts for the City of Mobile (Map 1, versions 1 & 2) (sponsored by Councilmember Carroll) (submitted by Chris Arledge, Council Attorney).

01-026 Ordinance to provide for the reapportionment of the seven City Council

Districts for the City of Mobile (Map 2) (sponsored by Councilmember Carroll) (submitted by Chris Arledge, Council Attorney).

**13. CONSENT RESOLUTIONS HELD OVER**

40-279 Declare the structure at 162 Hemley Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

**14. RESOLUTIONS HELD OVER**

08-340 Approve purchase order to Deere & Company for John Deere Compact Utility Tractor; Parks Dept.; \$43,636.12 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-341 Approve purchase order to Stivers Ford Lincoln for 6 Ford Explorers for various City departments; Motor Pool; \$183,780.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-342 Approve purchase order to Stivers Ford Lincoln, Inc. for 3 Ford Explorers for various City departments; Motor Pool; \$91,890.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-343 Approve purchase order to Stivers Ford Lincoln for 2 Ford Explorers for MFRD; \$61,260.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-344 Authorize contract with JPayne Organization for interior repairs at the Mobile Civic Center; \$23,300.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

**15. CONSENT RESOLUTIONS BEING INTRODUCED**

60-347 Approve award of special bonus to the Administratives Services Employee of the Month; Williamson (sponsored by Mayor Stimpson) (submitted by Joseph Snowden, Administrative Services).

46-365 Honorarily re-name Allison Street to Chava J. Scruggs Way (sponsored by Councilmember Penn).

**16. CIP RESOLUTIONS BEING INTRODUCED**

21-348 Authorize contract with C. Thornton, Inc., for 2022 CIP Sidewalks (D4 & D5); \$621,327.50 (sponsored by Councilmembers Reynolds & Daves and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

**17. RESOLUTIONS BEING INTRODUCED**

01-349 Authorize agreement with Jennie Brown to provide court reporting services; \$1,100.00 per week (sponsored by Mayor Stimpson) (submitted by

Robert Lasky, Office of Professional Responsibilities).

01-350 Authorize agreement with Pyrotechnico for July 4, 2022 fireworks display; \$45,000.00 (sponsored by Mayor Stimpson) (submitted by Shomnda Smith, Exec. Dep. Dir. Public Works Dept.).

01-351 Authorize Interagency Agreement with the Alabama Dept. of Human Resources for the Summer Youth Employment (YES) Program; \$180,000.00 to be reimbursed to the City (sponsored by Mayor Stimpson) (submitted by Anitra Henderson, Mayor's Office).

08-352 Approve purchase order to Stivers Ford Lincoln for Ford Explorer and 3 Ford F150 Trucks for various departments; \$124,139.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-353 Authorize contract amendment with AECOM Technical Services, Inc. for Baltimore St., Street and Drainage Rehabilitation; \$45,458.00 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Nick Amberger, City Engineer).

21-354 Authorize contract with Adelte Ports & Maritime SLU for preventative maintenance and repairs at the Mobile Alabama Cruise Terminal; \$24,400.00 first year (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-355 Authorize contract with Southeastern Association of Fire Chiefs for support of annual conference logistics; \$20,000.00 (sponsored by Mayor Stimpson) (submitted by Chief Lami, MFRD).

21-356 Authorize contract with Best Price Services, LLC for right-of-way mowing services; Government St., Airport Blvd. & Dauphin St. (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-357 Authorize contract with Butler Complete Services, LLC for right-of-way mowing; Old Shell Rd., Hillcrest Rd. & Cottage Hill Rd. services (sponsored by Mayor Stimpson) (Submitted by John Paine, Purchasing Dept.).

35-358 Authorize a lease agreement with Grebe, LLC to lease approximately 8,378 square feet of space. Project funding through ARP (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Lawrence Battiste, Public Safety Director).

60-359 Authorize Settlement Agreement and Release of Claims; Belton (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

## **18. CALL FOR PUBLIC HEARINGS**

41-361 Call for public hearing to consider approval of a Certificate of Public Convenience and Necessity to L & L Express, LLC to operate a sedan service



(scheduled for May 10, 2022).

41-362 Call for public hearing to rezone property located at 62, 88, 100 and 116 Hillcrest Road from R-1 and LB-2 to B-2 (District 7) (scheduled for May 24, 2022).

41-363 Call for public hearing to assent to the vacation of a portion of Magnolia Street, between Adams and Lipscomb Streets (scheduled for May 31, 2022) (applicant: Alabama State Port Authority)

41-364 Call for public hearing to consider a fee for the vacation of a portion of Magnolia Street, between Adams and Lipscomb Streets (scheduled for May 31, 2022) (applicant: Alabama State Port Authority).

## **19. ANNOUNCEMENTS**



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

### **Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

No Attachments Available

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/25/2022 - 3:23  
PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

### **Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

No Attachments Available

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/21/2022 - 1:40  
PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk   Gauthier, Lana

Approved

3/11/2022 - 3:07  
PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Submitted by:**

Lisa C. Lambert, City Clerk

**Sponsored by:**

Councilmember Penn

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description

Type

Upload Date

**REVIEWERS:**

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/13/2022 - 2:00  
PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Submitted by:**

Lisa C. Lambert, City Clerk

**Sponsored by:**

Councilmember Penn

**Funding Source**

**Project #**

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**Project String**

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**ATTACHMENTS:**

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Upload Date

**REVIEWERS:**

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/21/2022 - 1:56 PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Submitted by:**

Lisa C. Lambert, City Clerk

**Sponsored by:**

Councilmember Carroll

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description

Type

Upload Date

**REVIEWERS:**

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/21/2022 - 8:43  
AM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Funding Source**

**Project #**

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**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

4/21/2022 - 1:45  
PM





## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Submitted by:**

Lisa C. Lambert, City Clerk

**Sponsored by:**

Councilmember Carroll

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description

Type

Upload Date

**REVIEWERS:**

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/21/2022 - 8:45  
AM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Submitted by:**

Lisa C. Lambert, City Clerk

**Sponsored by:**

Councilmember Carroll

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description

Type

Upload Date

**REVIEWERS:**

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/21/2022 - 8:46  
AM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Submitted by:**

Lisa C. Lambert, City Clerk

**Sponsored by:**

Councilmember Gregory

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description

Type

Upload Date

**REVIEWERS:**

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/21/2022 - 8:47  
AM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

### **Funding Source**

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**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

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Upload Date

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk   Gauthier, Lana

Approved

4/25/2022 - 3:21  
PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

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Upload Date

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk   Gauthier, Lana

Approved

4/21/2022 - 9:00  
AM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

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### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk   Gauthier, Lana

Approved

4/21/2022 - 1:24  
PM



## AGENDA ITEM SUMMARY SHEET

Agenda of:4/26/2022

### Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment      REDUCE      INCREASE

Grant Funds

Matching Funds

### ATTACHMENTS:

Description

Type

Upload Date

### REVIEWERS:

Department Reviewer

Action

Date

City Clerk   Gauthier, Lana

Approved

4/25/2022 -  
11:03 AM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Funding Source**

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**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

4/21/2022 -  
11:17 AM





## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

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**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

4/21/2022 - 9:01  
AM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk   Gauthier, Lana

Approved

4/21/2022 - 9:05  
AM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk   Gauthier, Lana

Approved

4/21/2022 - 1:38  
PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk   Gauthier, Lana

Approved

4/21/2022 - 1:39  
PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

### **Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk   Gauthier, Lana

Approved

4/21/2022 - 1:47  
PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Funding Source**

**Project #**

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**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

4/21/2022 - 3:55  
PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

### **Funding Source**

**Project #**

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**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

4/22/2022 - 3:35  
PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Submitted by:**

Chris Arledge, Council Attorney

**Sponsored by:**

Councilmember Carroll

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description

Type

Upload Date

**REVIEWERS:**

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

3/17/2022 -  
10:36 AM





## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Submitted by:**

Chris Arledge, Council Attorney

**Sponsored by:**

Councilmember Carroll

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description	Type	Upload Date
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**REVIEWERS:**

Department Reviewer	Action	Date
City Clerk   Gauthier, Lana	Approved	4/14/2022 - 2:30 PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Submitted by:**

Chris Arledge, Council Attorney

**Sponsored by:**

Councilmember Carroll

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description

Type

Upload Date

**REVIEWERS:**

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/14/2022 - 2:37 PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Submitted by:**

Gary Jackson, Municipal Enforcement Program Coordinator

**Sponsored by:**

Councilmember Cory Penn - District 1

**Purpose and Scope of Project:**

Declaring the Structure a Public Nuisance - Demolition

**Amount of Contract:**

N/A

**Effective Date of Contract:**

3/29/2022

**Funding Source**

**Project #** 162 Hemley Avenue - ME-009-22

**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	Daughenbaugh, David	Approved	3/23/2022 - 8:54 AM
City Clerk	Gauthier, Lana	Approved	3/24/2022 - 10:55 AM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase order to Deere & Company for one 2022 John Deere 4066R compact utility tractor for Parks.

General fund.

**Amount of Contract:**

\$43,636.12

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description	Type	Upload Date
20220407 Deere Agenda Package POs	Cover Memo	4/7/2022

**REVIEWERS:**

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	4/14/2022 - 2:46 PM

# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

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FUNDING SOURCE:

Associated Costs:

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

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## **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:

<b>Requisition</b>	<b>Fiscal Year</b>	<b>Department</b>	<b>Description</b>	<b>Amount</b>	<b>Vendor</b>
<u>7298</u>	2022	(F7000) MOTOR POOL	2022 JOHN DEERE 4066R COMPACT UTILITY TRACTOR FOR PARKS (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT – MODEL NOT ON STATE CONTRACT)	\$43,636.12	<u>(295477) DEERE &amp; COMPANY</u>

Adopted:

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City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389  MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007298-00 FY 2022  Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 1
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Vendor  
 DEERE & COMPANY  
 2000 JOHN DEERE RUN

Ship To  
 MOTOR POOL  
 745 BROAD STREET

CARY, NC 27513

MOBILE, AL 36604  
 CARTERD@CITYOFMOBILE.ORG

Tel#800-358-5010 OPT 2  
 Fax 309-749-2313

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
03/15/22	295477	03/15/22			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 UTILITY TRACTOR AS SPECIFIED: 2022 JOHN DEERE 4066R COMPACT UTILITY TRACTOR.	1.00 EACH	43636.12000	43636.12

Additional Description Notes

2022 JOHN DEERE 4066R COMPACT UTILITY TRACTOR. TRACTOR TO INCLUDE REMOVABLE LOADER, CANOPY, ROPS SYSTEM, AND OPEN CAB / OPERATORS POSITION.

AS PER Sourcewell Grounds Maintenance 031121-DAC  
(PG NB CG 70)

DEERE QUOTE 25915912 VIA SUNSOUTH LLC

1 7000.40.20.0000.0000.2070.0000.0000.47120.  
 E MP02012 .VEHICLEEXP.

43636.12

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

Deliver To  
 MOTOR POOL  
 745 BROAD STREET  
 MOBILE, AL 36604

<b>Bill To</b> ACCOUNTS PAYABLE P O BOX 389  MOBILE, AL 36601 vendorinvoices@cityofmobile.org	<b>Requisition 00007298-00 FY 2022</b>  Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 2
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**Vendor**  
 DEERE & COMPANY  
 2000 JOHN DEERE RUN

**Ship To**  
 MOTOR POOL  
 745 BROAD STREET

CARY, NC 27513

MOBILE, AL 36604  
 CARTERD@CITYOFMOBILE.ORG

Tel#800-358-5010 OPT 2  
 Fax 309-749-2313

**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
03/15/22	1295477	03/15/22			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
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Requisition Total 43636.12

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

Account	Amount	Remaining Budget
E MP02012 .VEHICLEEXP.	43636.12	113929.74

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	43636.12	3568237.49
MOTOR POOL EXP		VEHICLE ACQ (GREATER \$5000)

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

Activity	Date	Clerk	Comment
Approved	03/16/22	DIANE MCCARTY	
Approved	03/16/22	CHARLES SUMRALL	Auto approved by: 910513661
Approved	03/17/22	JOHN PEAVY	Auto approved by: 910518527
Approved	03/17/22	JAMES DELAPP	
Approved	04/07/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	04/07/22	DONALD ROSE	Auto approved by: 9105paij
Approved	04/07/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/07/22	JOHN PAINE	

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature



  
Awarded Contract

## Deere and Company

### Grounds Maintenance Equipment

#031121-DAC

Maturity Date: 04/30/2025

#### Products & Services

[Contract Documents](#)[Pricing](#)[Contact Information](#)

#### Products & Services

Sourcewell contract 031121-DAC gives access to the following types of goods and services:

- Lawn & garden tractors
- Lawn & garden attachments
- Professional zero-turn mowers
- Commercial walk-behind mowers
- Commercial front- & wide-area mowers
- Utility vehicles (UTV)
- Compact utility tractors & loaders
- Rotary cutters
- Golf & turf equipment
- Frontier equipment

#### Become a Member

Simply complete the [online application](#) or contact the Client Development team at [service@sourcewell-mn.gov](mailto:service@sourcewell-mn.gov) or 877-585-9706.

#### Search Vendors & Contracts

[General Contracts](#)[ezlQC Contracts](#)

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

PRICE SCHEDULE: Sourcewell RFP # 031121		
Price Page Tabs	Product Descriptions	Discounts off MSRP
<b>TURF EQUIPMENT</b>		
L21	Residential Zero-Turn-Radius Mowers & Equipment (excludes Z700s)	4%
L21	Residential Zero-Turn-Radius Mowers & Equipment (Z700s only)	9%
L25	Lawn Tractors (S100s, S240s only) & Equipment	4%
L25	Lawn Tractors (X300s only) & Equipment	18%
L30	Garden Tractors & Equipment	18%
L35	Equipment for Lawn & Garden Tractors	18%
C10	Commercial Walk-Behind Mowers & Equipment	23%
C13	Commercial Zero-Turn-Radius Mowers & Equipment	23%
C15	Commercial Front Mowers & Equipment	23%
C18	Commercial Wide Area Mowers & Equipment	23%
C20	Compact Utility Tractors & Equipment	18%
C21	Equipment for Commercial Mowing Products	23%
C25	Equipment for Compact Utility Tractors	18%
C40	Mid Duty Crossover Utility Vehicles & Equipment	14%
C41	High-Performance Utility Vehicles & Equipment	14%
C42	Gator Utility Vehicles & Equipment	17%
C47	HPX Utility Vehicles & Equipment	14%
C48	Implements for Utility Vehicles	14%
<b>GOLF EQUIPMENT</b>		
G10	Reel Mowers & Equipment	24%
G15	Special Application Mowers & Equipment	24%
G20	Special Application Vehicles & Equipment	24%
G25	Aeration & Equipment	24%
G30	Debris Maintenance & Equipment	24%
G35	Golf Fleet Management	13%
<b>FRONTIER PRODUCTS</b>		
Frontier	Cotton	18%
Frontier	Cutting & Mowing	18%
Frontier	Hay & Forage	18%
Frontier	Landscaping	18%
Frontier	Livestock	18%
Frontier	Material Handling	18%
Frontier	Planting & Seeding	18%
Frontier	Snow Equipment	18%
Frontier	Sprayers	18%
Frontier	Tillage	18%

Discounts listed are off John Deere's list price (MSRP). List price can be found on [www.deere.com](http://www.deere.com) by utilizing "Build Your Own" and building the desired machine.

**Note:** Discounts will be calculated based on current pricing at the time an agency requests the quote and will be valid for 30 days.

**Note:** For equipment deliveries to Sourcewell participating entities in Alaska or Hawaii, factory freight to the delivering dealer will be paid by the end-user. Factory freight is known at the time of quoting and will be included on the quote to the end-user.

**Note:** John Deere dealers have the option to charge \$4.00 per loaded mile to deliver the equipment to the end-user. Mileages will be calculated using Google Maps.

**Note:** Agencies may utilize [www.deere.com](http://www.deere.com) to obtain the most current information regarding John Deere dealership locations. Select "Find A Dealer" at the top of the page to locate the nearest dealer.

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



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

Rachel Laurie Riddle  
Chief Examiner

November 5, 2021

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

To Whom It May Concern,

**PUBLIC WORKS NOTICE:** This letter does not authorize the purchase of any goods or services from Sourcewell related to “public works,” as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

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

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

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

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

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

Sincerely,

Rachel Laurie Riddle  
CHIEF EXAMINER

RLR/lbm



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase orders to Stivers Ford Lincoln Inc for 6 2022 Ford Explorer 4X4 SUVs for various departments for motor pool.

General fund.

**Amount of Contract:**

\$183,780.00

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description	Type	Upload Date
20220412 Stivers Agenda Package POs	Cover Memo	4/12/2022

**REVIEWERS:**

Department Reviewer	Action	Date
Mayors Office      Montgomery, Brandi	Approved	4/14/2022 - 2:47 PM

# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

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FUNDING SOURCE:

Associated Costs:

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

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## **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:

<b>Requisitions</b>	<b>Fiscal Year</b>	<b>Department</b>	<b>Description</b>	<b>Amount</b>	<b>Vendor</b>
<u>8293, 8294, 8347</u>	2022	(F7000) MOTOR POOL	6 2022 FORD EXLPORER 4X4 SUVS FOR VARIOUS DEPTS FOR MOTOR POOL (AL STATE CONTRACT)	\$183,780.00	<u>(292393)</u> <u>STIVERS FORD</u> <u>LINCOLN INC</u>

Adopted:

---

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389  MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008293-00 FY 2022 PO 22007810 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47030. Review: Buyer: Status: Converted	Page 1
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Vendor  
 STIVERS FORD LINCOLN INC  
 4000 EASTERN BLVD

MONTGOMERY, AL 36116

Tel#334-613-5000  
 Fax 334-613-5018

Ship To  
 MOTOR POOL  
 745 BROAD STREET

MOBILE, AL 36604  
 CARTERD@CITYOFMOBILE.ORG

Delivery Reference  
 DIANE CARTER-MCCARTY

Deliver To  
 MOTOR POOL  
 745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/07/22	292393	04/07/22			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 MID SIZE SUV AS SPECIFIED: 2022 FORD EXPLORER 4X4 FOUR DOOR MID SIZE SUV. Additional Description Notes ----- 2022 FORD EXPLORER 4X4 FOUR DOOR MID SIZE SUV.  AS PER STATE OF ALABAMA CONTRACT T-191 MA16000000221 LINE 1 1 7000.40.20.0000.0000.2070.0000.0000.47030.	3.00 EACH	30366.00000	91098.00

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

Deliver To  
 MOTOR POOL  
 745 BROAD STREET  
 MOBILE, AL 36604

002 DELIVERY BY DEALER TO CITY OF MOBILE BY STIVERS FORD. FROM 4000 EASTERN BLVD MONTGOMERY ALABAMA TO CITY OF MOBILE MOTOR POOL 745 SOUTH BROAD STREET, MOBILE ALABAMA 176 MILES X \$1.50 PER	3.00 EACH	264.00000	792.00
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Bill To ACCOUNTS PAYABLE P O BOX 389  MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008293-00 FY 2022 PO 22007810 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47030. Review: Buyer: Status: Converted	Page 2
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Vendor  
STIVERS FORD LINCOLN INC  
4000 EASTERN BLVD

MONTGOMERY, AL 36116

Tel#334-613-5000  
Fax 334-613-5018

Ship To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36604  
CARTERD@CITYOFMOBILE.ORG

Delivery Reference  
DIANE CARTER-MCCARTY

Deliver To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/07/22	292393	04/07/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MILE AS PER STATE OF ALABAMA CONTRACT.			

1	7000.40.20.0000.0000.2070.0000.0000.47030.			792.00
---	--	--	--	--------

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

Deliver To  
MOTOR POOL  
745 BROAD STREET  
MOBILE, AL 36604

## Requisition Link

Requisition Total	91890.00
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### \*\*\*\*\* General Ledger Summary Section \*\*\*\*\*

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47030.		
MOTOR POOL EXP	91890.00	
GAIN/LOSS FIXED ASSETS		

### \*\*\*\*\* Approval/Conversion Info \*\*\*\*\*

Activity	Date	Clerk	Comment
Approved	04/08/22	DIANE MCCARTY	
Approved	04/08/22	CHARLES SUMRALL	
Approved	04/08/22	KINA ANDREWS	
			Auto approved by: 910513661



<b>Bill To</b> ACCOUNTS PAYABLE P O BOX 389  MOBILE, AL 36601 vendorinvoices@cityofmobile.org	<b>Requisition</b> 00008293-00 FY 2022 <b>PO</b> 22007810 <b>Acct No:</b> 7000.40.20.0000.0000.2070.0000.0000.47030. <b>Review:</b> <b>Buyer:</b> <b>Status:</b> Converted	Page 3
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**Vendor**  
 STIVERS FORD LINCOLN INC  
 4000 EASTERN BLVD

**Ship To**  
 MOTOR POOL  
 745 BROAD STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604  
 CARTERD@CITYOFMOBILE.ORG

Tel#334-613-5000  
 Fax 334-613-5018

**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
04/07/22	292393	04/07/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Approved	04/08/22 JAMES DELAPP	Auto approved by:	910515803	
Approved	04/08/22 DONNA MICHELE STANLEY	Auto approved by:	9105paij	
Approved	04/08/22 DONALD ROSE	Auto approved by:	9105paij	
Approved	04/08/22 SANDRA LEWIS	Auto approved by:	9105paij	
Approved	04/08/22 JOHN PAINE			

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389  MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008294-00 FY 2022  Acct No: 7000.40.20.0000.0000.2070.0000.0000.42110. Review: Buyer: Status: Released	Page 1
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Vendor  
STIVERS FORD LINCOLN INC  
4000 EASTERN BLVD

MONTGOMERY, AL 36116

Tel#334-613-5000  
Fax 334-613-5018

Ship To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36604  
CARTERD@CITYOFMOBILE.ORG

Delivery Reference  
DIANE CARTER-MCCARTY

Deliver To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/07/22	292393	04/07/22			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 MID SIZE SUV AS SPECIFIED: 2022 FORD EXPLORER 4X4 FOUR DOOR MID SIZE SUV. Additional Description Notes ----- 2022 FORD EXPLORER 4X4 FOUR DOOR MID SIZE SUV.  AS PER STATE OF ALABAMA CONTRACT T-191 MA 16000000000221 LINE 1.	2.00 EACH	30366.00000	60732.00
1 7000.40.20.0000.0000.2070.0000.0000.42110.			60732.00

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

Deliver To  
MOTOR POOL  
745 BROAD STREET  
MOBILE, AL 36604

002 DELIVERY BY DEALER TO CITY OF MOBILE BY STIVERS FORD. FROM 4000 EASTERN BLVD MONTGOMERY ALABAMA TO CITY OF MOBILE MOTOR POOL 745 SOUTH BROAD STREET, MOBILE ALABAMA 176 MILES X \$1.50 PER	2.00 EACH	264.00000	528.00
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Bill To ACCOUNTS PAYABLE P O BOX 389  MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008294-00 FY 2022  Acct No: 7000.40.20.0000.0000.2070.0000.0000.42110. Review: Buyer: Status: Released	Page 2
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Vendor  
STIVERS FORD LINCOLN INC  
4000 EASTERN BLVD

MONTGOMERY, AL 36116

Tel#334-613-5000  
Fax 334-613-5018

Ship To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36604  
CARTERD@CITYOFMOBILE.ORG

Delivery Reference  
DIANE CARTER-MCCARTY

Deliver To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/07/22	292393	04/07/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MILE AS PER STATE OF ALABAMA CONTRACT.			

1	7000.40.20.0000.0000.2070.0000.0000.42110.			528.00
---	--	--	--	--------

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

Deliver To  
MOTOR POOL  
745 BROAD STREET  
MOBILE, AL 36604

## Requisition Link

Requisition Total	61260.00
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### \*\*\*\*\* General Ledger Summary Section \*\*\*\*\*

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.42110.		
	61260.00	
MOTOR POOL EXP	DUES & SUBSCRIPTION	

### \*\*\*\*\* Approval/Conversion Info \*\*\*\*\*

Activity	Date	Clerk	Comment
CCancelled	04/08/22	JOHN PAINE	GL Allocation changed
CCancelled	04/08/22	JOHN PAINE	Requisition item added changed
Approved	04/08/22	DIANE MCCARTY	

Bill To ACCOUNTS PAYABLE P O BOX 389  MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008294-00 FY 2022  Acct No: 7000.40.20.0000.0000.2070.0000.0000.42110. Review: Buyer: Status: Released	Page 3
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Vendor  
 STIVERS FORD LINCOLN INC  
 4000 EASTERN BLVD

Ship To  
 MOTOR POOL  
 745 BROAD STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604  
 CARTERD@CITYOFMOBILE.ORG

Tel#334-613-5000  
 Fax 334-613-5018

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
04/07/22	292393	04/07/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Approved	04/08/22 CHARLES SUMRALL	Auto approved by:	910513661	
Approved	04/08/22 DIANE MCCARTY	Auto approved by:	910513661	
Approved	04/08/22 CHARLES SUMRALL	Auto approved by:	910513661	
Approved	04/08/22 KINA ANDREWS	Auto approved by:	910515803	
Approved	04/08/22 JAMES DELAPP	Auto approved by:	910515803	
Approved	04/11/22 KINA ANDREWS	Auto approved by:	910515803	
Approved	04/11/22 JAMES DELAPP	Auto approved by:	910515803	
Queued	04/11/22 DONNA MICHELE STANLEY	Auto approved by:	910515803	
Queued	04/11/22 DONALD ROSE	Auto approved by:	910515803	
Queued	04/11/22 SANDRA LEWIS	Auto approved by:	910515803	
Queued	04/11/22 JOHN PAINE	Auto approved by:	910515803	

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389  MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008347-00 FY 2022 PO 22007835 Acct No: 7000.40.20.0000.0000.2070.0000.0000.42110. Review: Buyer: Status: Converted	Page 1
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Vendor  
STIVERS FORD LINCOLN INC  
4000 EASTERN BLVD

Ship To  
MOTOR POOL  
745 BROAD STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604  
CARTERD@CITYOFMOBILE.ORG

Tel#334-613-5000  
Fax 334-613-5018

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
04/08/22	292393	04/08/22			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 MID SIZE SUV AS SPECIFIED: 2022 FORD EXPLORERS 4X4 STATE CONTRACT T-191. Additional Description Notes	1.00 EACH	30366.00000	30366.00

2022 FORD EXPLORER 4X4 FOUR DOOR MID SIZE SUV.

AS PER STATE OF ALABAMA CONTRACT T-191 MA16000000221 LINE 1

1 7000.40.20.0000.0000.2070.0000.0000.42110.	30366.00
--	----------

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

Deliver To  
MOTOR POOL  
745 BROAD STREET  
MOBILE, AL 36604

002 DELIVERY BY DEALER TO CITY OF MOBILE BY STIVERS FORD. FROM 4000 EASTERN BLVD MONTGOMERY ALABAMA TO CITY OF MOBILE MOTOR POOL 745 SOUTH BROAD STREET, MOBILE ALABAMA 176 MILES X \$1.50 PER	1.00 EACH	264.00000	264.00
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Bill To ACCOUNTS PAYABLE P O BOX 389  MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008347-00 FY 2022 PO 22007835 Acct No: 7000.40.20.0000.0000.2070.0000.0000.42110. Review: Buyer: Status: Converted	Page 2
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Vendor  
STIVERS FORD LINCOLN INC  
4000 EASTERN BLVD

MONTGOMERY, AL 36116

Tel#334-613-5000  
Fax 334-613-5018

Ship To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36604  
CARTERD@CITYOFMOBILE.ORG

Delivery Reference  
DIANE CARTER-MCCARTY

Deliver To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/08/22	292393	04/08/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MILE AS PER STATE OF ALABAMA CONTRACT.			

1	7000.40.20.0000.0000.2070.0000.0000.47030.			264.00
---	--	--	--	--------

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

Deliver To  
MOTOR POOL  
745 BROAD STREET  
MOBILE, AL 36604

## Requisition Link

Requisition Total	30630.00
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### \*\*\*\*\* General Ledger Summary Section \*\*\*\*\*

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.42110.		
MOTOR POOL EXP	30366.00	
DUES & SUBSCRIPTION		
7000.40.20.0000.0000.2070.0000.0000.47030.		
MOTOR POOL EXP	264.00	
GAIN/LOSS FIXED ASSETS		

### \*\*\*\*\* Approval/Conversion Info \*\*\*\*\*

Activity	Date	Clerk	Comment
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<b>Bill To</b> ACCOUNTS PAYABLE P O BOX 389  MOBILE, AL 36601 vendorinvoices@cityofmobile.org	<b>Requisition</b> 00008347-00 FY 2022 <b>PO</b> 22007835 <b>Acct No:</b> 7000.40.20.0000.0000.2070.0000.0000.42110. <b>Review:</b> <b>Buyer:</b> <b>Status:</b> Converted	Page 3
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**Vendor**  
 STIVERS FORD LINCOLN INC  
 4000 EASTERN BLVD

**Ship To**  
 MOTOR POOL  
 745 BROAD STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604  
 CARTERD@CITYOFMOBILE.ORG

Tel#334-613-5000  
 Fax 334-613-5018

**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
04/08/22	292393	04/08/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Approved	04/08/22 DIANE MCCARTY			
Approved	04/08/22 CHARLES SUMRALL			
Approved	04/11/22 KINA ANDREWS			
Approved	04/11/22 JAMES DELAPP			
Approved	04/11/22 DONNA MICHELE STANLEY			
Approved	04/11/22 DONALD ROSE			
Approved	04/11/22 SANDRA LEWIS			
Approved	04/11/22 JOHN PAINE			

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature

## T191 Vehicle Master Agreement

999 20*221 Stivers Ford Lincoln VC000042177 Effective Date: 4/1/20 – 4/1/23			
	Make	Model	Price
Line 1	Ford	Explorer	\$25,957.00

999 21*75 Stivers Ford Lincoln VC000042177 Effective Date: 11/12/20 – 11/12/22			
	Make	Model	Price
Line 1	Ford	F150 ½ Ton Crew Cab 2WD	\$25,841.00
Line 3	Ford	F250 ¾ Ton Extended Cab 4WD	\$28,769.00

999 21*76 Donohoo Chevrolet VC000049701 Effective Date: 11/12/20 – 11/12/22			
	Make	Model	Price
Line 1	Chevrolet	Suburban Large Sport Utility Vehicle	\$41,573.00

999 21*129 Stivers Ford Lincoln VC000042177 Effective Date: 1/1/21 – 11/12/22			
	Make	Model	Price
Line 1	Ford	F250 3/4 Ton Extended Cab 2WD Standard Bed	\$26,267.00
Line 2	Ford	F150 1/2 Ton Extended Cab 4WD Short Bed	\$25,270.00
Line 3	Ford	F150 ½ Ton Crew Cab 4WD	\$28,702.00

999 21*235 Stivers Ford Lincoln VC000042177 Effective Date: 5/28/21 – 11/12/22			
	Make	Model	Price
Line 1	Ford	Ford F250 ¾ Ton Crew Cab 2WD Standard Bed	\$27,575.00
Line 2	Ford	Ford F250 ¾ Ton Crew Cab 4WD Standard Bed	\$30,025.00





State of Alabama  
Department of Finance  
Division of Purchasing  
Master Agreement

**Modification**

**CONTRACT INFORMATION**

**MASTER AGREEMENT NUMBER:** MA 999 200000000221

**NOT TO EXCEED AMOUNT:**

Begin Date: 04/01/2020

Procurement Folder: 1024611

Expiration Date: 04/01/2023

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 03/29/22

Version Number: 5

**CONTACT INFORMATION**

**REQUESTOR:**

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

**ISSUER:**

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

**BUYER:**

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

**CONTRACT DESCRIPTION**

MA-NON-ALTERNATIVE FUEL VEHICLES - T191

OLD T191 NON-ALTERNATIVE FUEL VEHICLES

**Ship To:**

**Bill To:**

**REASON FOR MODIFICATION**

**VENDOR INFORMATION**

**Name /Address:**

VC000042177: Stivers Ford Lincoln

4000 Eastern Boulevard

Montgomery AL 36116

**Contact:**

Billy Bruce

3346135000 EXT: 5056

Bbruce@Stiversonline.Com

## COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	\$25,957.000000	\$0.00			\$0.00	\$0.00

0718027 - UTILITY VEHICLES, MIDSIZE  
 FORD EXPLORER UTILITY SUV 4 DOOR  
 MIDSIZE UTILITY CLASS SUV, VEHICLE TO BE 4 DOOR WITH ALL STANDARD AND SAFETY FEATURES.  
 7-PASSENGER SEATING

WHEELBASE TO BE A MINIMUM OF 114 AND A MAXIMUM OF 121".  
 WIDTH TO BE A MAXIMUM OF 80" W/O MIRRORS.  
 MINIMUM 4 CYLINDER ENGINE  
 AUTOMATIC TRANSMISSION  
 DAYTIME RUNNING LIGHTS  
 REAR VIEW CAMERA  
 MINIMUM GROUND CLEARANCE 7.75"  
 MINIMUM FUEL TANK CAPACITY OF 17.5 GALLONS

MAKE: FORD

MODEL: EXPLORER

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

0720117 - TRUCK, PICKUP, MID SIZE EXTENDED CAB, SINGLE REAR WHEEL, SHO  
 NO LONGER AVAILABLE - FORD RANGER TRUCK  
 No Longer Available.

MAKE: FORD

MODEL: RANGER

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

0710490 - VEHICLES AND OTHER FLEET EQUIPMENT  
 VEHICLE OPTIONS  
 VEHICLE OPTIONS:  
 TO BE BILLED AT DEALER INVOICE PRICING.

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

96286 - Transportation of Goods, Shipping and Handling, and Other Fr  
 VEHICLE DELIVERY  
 VEHICLE DELIVERY

SEE SPECIFICATION SHEET FOR DETAILS.

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

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

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**Authority:**

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

**Choice of Law; Venue:**

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

**Not to Constitute a Debt of the State:**

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

**Bid Response Instructions:**

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

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

**Bid rejection:**

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

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

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

Bid number not on envelope/package/box

Bid responses with multiple bid numbers in same envelope not properly identified

Bid responses received late

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**Bid responses not signed/not original signature**

**Bid responses not notarized/not original signature of notary and/or notary expiration**

**Bidder notarized own signature**

**Required information not submitted with bid response**

**Failure to submit the original bid and a complete exact copy**

**Bid response received from non-subscribed/expired vendor (Effective March 1, 2021 Subscriptions will no longer be required)**

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

**As a condition for award of this bid, the vendor acknowledges the following:**

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

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

#### **Certification Pursuant to Act no. 2006-557**

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

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

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

#### **\*\*\*\*\*STANDARD TERMS and CONDITIONS \*\*\*\*\***

#### **Vendor Registration and Subscription Fee (Effective March 1, 2021 Subscriptions will no longer be required)**

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to Requests for Bids (RFB) opening prior to March 1, 2021 must be subscribed. Once registered, you may subscribe by clicking the “Pay Subscription Fee” link at the top of the VSS home page. Payments must be made by credit or debit card.

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

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In the event a vendor fails to provide its VSS-assigned vendor number or provides an incorrect number, the State reserves the right to clarify this information with the vendor. Failure of the vendor to provide the requested clarification within five (5) calendar days may result in the vendor's response being rejected as non-responsive. A vendor's subscription must be maintained throughout the term on an active contract, to include any renewal periods. (Effective March 1, 2021 Subscriptions will no longer be required.)

#### **Communication during Solicitation Process**

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

#### **Non-appropriation of funds**

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

#### **Proration**

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

#### **Intent to Award**

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

#### **Alternate Bid Response**

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

#### **Internet Website Link's**

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

#### **Product Delivery, Receiving and Acceptance**

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

#### **Sales Tax Exemption**

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

#### **Invoices**

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

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#### **Bid Reponses and Bid Results**

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

#### **Foreign Corporation – Certificate of Authority**

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

#### **Alabama Preferred Vendor**

A “Preferred Vendor” shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

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

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

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#### **Award:**

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

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

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

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

#### **Delivery charges:**

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

#### **In State Dealership:**

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

#### **Administrative fee:**

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

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

October, November, December – Due by January 20<sup>th</sup>

January, February, March – Due by April 20<sup>th</sup>

April, May, June – Due by July 20<sup>th</sup>

July, August, September – Due by October 20<sup>th</sup>

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

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

The definition of sale, for the purpose of this bid only, will be at the time of vehicle delivery and acceptance by the agency. Administrative fees will be due by the 20th of the month following the month of delivery. For example, administrative fees for vehicles delivered during the month of April will be due by the 20th of May.

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

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

### **Vehicles, Non-Alternative Fuel:**

Production/close-out dates:

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

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

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

Delivery/pick-up:

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

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

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

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

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

Standard features and options:

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

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

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

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



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

**Colors:**

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

**Passenger vans disclaimer:**

Some vans that appear on this contract do not conform to federal school bus safety standards and they may not be sold for use as school buses or activity buses.

**Contract period:**

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

**Ordering process:**

Purchases for state agencies will be made by contract release orders showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the vendor.

**Proration:**

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

**Manufacturer, Stock/Model numbers:**

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

**Descriptive literature:**

Vendors may be required to provide complete descriptive, technical literature for evaluation. Reference to literature with a previous bid or to a website will not satisfy this requirement.

Literature, if requested, must be provided within 5 business days from the date of request. The literature must show the line item number on the bid and the make/model. Failure to provide the literature as outlined above will result in the rejection of your bid on that line item.

Physical inspection and operational evaluation may also be required without cost or obligation to the State of Alabama.

**Requested information:**

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

**Firm Pricing:**

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

**OPTIONS PRICING:**

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

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

#### QUOTES:

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

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

#### CREDIT APPLICATIONS/BUSINESS LICENSES, ETC:

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

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

#### PURPOSE:

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

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

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

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

#### Quantity:

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

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

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

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

#### ELECTRONIC PAYMENT

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

**MANDATORY PRE-BID CONFERENCE:**

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

DATE: February 13, 2020

TIME: 9:00 am

PLACE: State Purchasing

100 North Union Street, Suite 192

Montgomery, AL 36104



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

Approve issuance of purchase orders to Stivers Ford Lincoln Inc for 3 2022 Ford Explorer 4X4 SUVs.

General fund.

**Amount of Contract:**

\$91,890.00

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description	Type	Upload Date
20220413 Stivers Agenda Package POs	Cover Memo	4/13/2022

**REVIEWERS:**

Department Reviewer	Action	Date
Mayors Office      Montgomery, Brandi	Approved	4/14/2022 - 2:47 PM

# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

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FUNDING SOURCE:

Associated Costs:

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

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## **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:

<b>Requisitions</b>	<b>Fiscal Year</b>	<b>Department</b>	<b>Description</b>	<b>Amount</b>	<b>Vendor</b>
<u>3587, 8346</u>	2022	(F7000) MOTOR POOL	3 2022 FORD EXLPORER 4X4 SUVS FOR VARIOUS DEPTS FOR MOTOR POOL (AL STATE CONTRACT)	\$91,890.00	(292393) <u>STIVERS FORD</u> <u>LINCOLN INC</u>

Adopted:

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City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389  MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003587-00 FY 2022  Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 1
--	--	--------

Vendor  
 STIVERS FORD LINCOLN INC  
 4000 EASTERN BLVD

Ship To  
 MOTOR POOL  
 745 BROAD STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604  
 CARTERD@CITYOFMOBILE.ORG

Tel#334-613-5000  
 Fax 334-613-5018

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
04/13/22	292393	12/17/21			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 MIDSIZED SUV AS SPECIFIED: 2022 OR NEWER FORD EXPLORER 4 DOOR SUV AS PER STATE OF ALABAMA CONTRACT T-191	1.00 EACH	30366.00000	30366.00

Additional Description Notes

2022 FORD EXPLORER 4X4 FOUR DOOR MID SIZE SUV.

AS PER STATE OF ALABAMA CONTRACT T-191 MA16000000221 LINE 1

1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP02025 .VEHICLEEXP.	30366.00
--	----------

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

Deliver To  
 MOTOR POOL  
 745 BROAD STREET  
 MOBILE, AL 36604

002 DELIVERY BY DEALER TO CITY OF MOBILE BY STIVERS FORD. FROM 4000 EASTERN BLVD MONTGOMERY ALABAMA TO CITY OF MOBILE MOTOR POOL 745	1.00 EACH	264.00000	264.00
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Bill To ACCOUNTS PAYABLE P O BOX 389  MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003587-00 FY 2022  Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 2
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Vendor  
STIVERS FORD LINCOLN INC  
4000 EASTERN BLVD

MONTGOMERY, AL 36116

Tel#334-613-5000  
Fax 334-613-5018

Ship To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36604  
CARTERD@CITYOFMOBILE.ORG

Delivery Reference  
DIANE CARTER-MCCARTY

Deliver To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/13/22	292393	12/17/21			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
1	SOUTH BROAD STREET, MOBILE ALABAMA 176 MILES X \$1.50 PER MILE AS PER STATE OF ALABAMA CONTRACT.			264.00

1 7000.40.20.0000.0000.2070.0000.0000.47120.

264.00

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

Deliver To  
MOTOR POOL  
745 BROAD STREET  
MOBILE, AL 36604

## Requisition Link

Requisition Total 30630.00

### \*\*\*\*\* Project Ledger Summary Section \*\*\*\*\*

Account	Amount	Remaining Budget
E MP02025 .VEHICLEEXP.	30366.00	518925.69

### \*\*\*\*\* General Ledger Summary Section \*\*\*\*\*

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	30630.00	
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	



<b>Bill To</b> ACCOUNTS PAYABLE P O BOX 389  MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003587-00 FY 2022  Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 3
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Vendor  
 STIVERS FORD LINCOLN INC  
 4000 EASTERN BLVD

Ship To  
 MOTOR POOL  
 745 BROAD STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604  
 CARTERD@CITYOFMOBILE.ORG

Tel#334-613-5000  
 Fax 334-613-5018

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
04/13/22	292393	12/17/21			MOTOR POOL

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

Activity	Date	Clerk	Comment
Cancelled	04/13/22	JOHN PAINE	Requisition item added changed
Approved	12/17/21	DIANE MCCARTY	
Approved	12/22/21	JOHN PEAVY	
Approved	12/22/21	JAMES DELAPP	Auto approved by: 910517051
Approved	04/11/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	04/11/22	DONALD ROSE	Auto approved by: 9105paij
Approved	04/11/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/11/22	JOHN PAINE	
Queued	04/13/22	DIANE MCCARTY	
Queued	04/13/22	CHARLES SUMRALL	
Pending		KINA ANDREWS	
Pending		JAMES DELAPP	
Pending		DONNA MICHELE STANLEY	
Pending		DONALD ROSE	
Pending		SANDRA LEWIS	
Pending		JOHN PAINE	

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389  MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008346-00 FY 2022 PO 22007900 Acct No: 7000.40.20.0000.0000.2070.0000.0000.42110. Review: Buyer: Status: Converted	Page 1
--	--	--------

Vendor  
STIVERS FORD LINCOLN INC  
4000 EASTERN BLVD

Ship To  
MOTOR POOL  
745 BROAD STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604  
CARTERD@CITYOFMOBILE.ORG

Tel#334-613-5000  
Fax 334-613-5018

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
04/08/22	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
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001 MID SIZE SUV AS SPECIFIED: 2022 FORD EXPLORER 4X4 FOUR DOOR MID SIZE SUV.	2.00 EACH	30366.00000	60732.00
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Additional Description Notes

2022 FORD EXPLORER 4X4 FOUR DOOR MID SIZE SUV.

AS PER STATE OF ALABAMA CONTRACT T-191 MA 16000000000221 LINE 1.

1 7000.40.20.0000.0000.2070.0000.0000.42110.	60732.00
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Ship To  
MOTOR POOL  
745 BROAD STREET  
MOBILE, AL 36604  
Delivery Reference  
DIANE CARTER-MCCARTY

Deliver To  
MOTOR POOL  
745 BROAD STREET  
MOBILE, AL 36604

002 DELIVERY BY DEALER TO CITY OF MOBILE BY STIVERS FORD. FROM 4000 EASTERN BLVD MONTGOMERY ALABAMA TO CITY OF MOBILE MOTOR POOL 745 SOUTH BROAD STREET, MOBILE ALABAMA 176 MILES X \$1.50 PER	2.00 EACH	264.00000	528.00
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Bill To ACCOUNTS PAYABLE P O BOX 389  MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008346-00 FY 2022 PO 22007900 Acct No: 7000.40.20.0000.0000.2070.0000.0000.42110. Review: Buyer: Status: Converted	Page 2
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Vendor  
STIVERS FORD LINCOLN INC  
4000 EASTERN BLVD

MONTGOMERY, AL 36116

Tel#334-613-5000  
Fax 334-613-5018

Ship To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36604  
CARTERD@CITYOFMOBILE.ORG

Delivery Reference  
DIANE CARTER-MCCARTY

Deliver To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/08/22	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MILE AS PER STATE OFF ALABAMA CONTRACT.			

1	7000.40.20.0000.0000.2070.0000.0000.42110.			528.00
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Ship To  
MOTOR POOL  
745 BROAD STREET  
MOBILE, AL 36604  
Delivery Reference  
DIANE CARTER-MCCARTY

Deliver To  
MOTOR POOL  
745 BROAD STREET  
MOBILE, AL 36604

## Requisition Link

Requisition Total	61260.00
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### \*\*\*\*\* General Ledger Summary Section \*\*\*\*\*

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.42110.	61260.00	
MOTOR POOL EXP	DUES & SUBSCRIPTION	

### \*\*\*\*\* Approval/Conversion Info \*\*\*\*\*

Activity	Date	Clerk	Comment
Approved	04/12/22	DIANE MCCARTY	
Approved	04/12/22	CHARLES SUMRALL	
Approved	04/12/22	KINA ANDREWS	
			Auto approved by: 910513661

<b>Bill To</b> ACCOUNTS PAYABLE P O BOX 389  MOBILE, AL 36601 vendorinvoices@cityofmobile.org	<b>Requisition</b> 00008346-00 FY 2022 <b>PO</b> 22007900 <b>Acct No:</b> 7000.40.20.0000.0000.2070.0000.0000.42110. <b>Review:</b> <b>Buyer:</b> <b>Status:</b> Converted	Page 3
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**Vendor**  
 STIVERS FORD LINCOLN INC  
 4000 EASTERN BLVD

**Ship To**  
 MOTOR POOL  
 745 BROAD STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604  
 CARTERD@CITYOFMOBILE.ORG

Tel#334-613-5000  
 Fax 334-613-5018

**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
04/08/22	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Approved	04/12/22 JAMES DELAPP	Auto approved by:	910515803	
Approved	04/12/22 DONNA MICHELE STANLEY	Auto approved by:	9105paij	
Approved	04/12/22 DONALD ROSE	Auto approved by:	9105paij	
Approved	04/12/22 SANDRA LEWIS	Auto approved by:	9105paij	
Approved	04/12/22 JOHN PAINE			

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature

## T191 Vehicle Master Agreement

<b>999 20*221 Stivers Ford Lincoln VC000042177</b> <b>Effective Date: 4/1/20 – 4/1/23</b>			
	<b>Make</b>	<b>Model</b>	<b>Price</b>
<b>Line 1</b>	<b>Ford</b>	<b>Explorer</b>	<b>\$25,957.00</b>

<b>999 21*75 Stivers Ford Lincoln VC000042177</b> <b>Effective Date: 11/12/20 – 11/12/22</b>			
	<b>Make</b>	<b>Model</b>	<b>Price</b>
<b>Line 1</b>	<b>Ford</b>	<b>F150 ½ Ton Crew Cab 2WD</b>	<b>\$25,841.00</b>
<b>Line 3</b>	<b>Ford</b>	<b>F250 ¾ Ton Extended Cab 4WD</b>	<b>\$28,769.00</b>

<b>999 21*76 Donohoo Chevrolet VC000049701</b> <b>Effective Date: 11/12/20 – 11/12/22</b>			
	<b>Make</b>	<b>Model</b>	<b>Price</b>
<b>Line 1</b>	<b>Chevrolet</b>	<b>Suburban Large Sport Utility Vehicle</b>	<b>\$41,573.00</b>

<b>999 21*129 Stivers Ford Lincoln VC000042177</b> <b>Effective Date: 1/1/21 – 11/12/22</b>			
	<b>Make</b>	<b>Model</b>	<b>Price</b>
<b>Line 1</b>	<b>Ford</b>	<b>F250 3/4 Ton Extended Cab 2WD Standard Bed</b>	<b>\$26,267.00</b>
<b>Line 2</b>	<b>Ford</b>	<b>F150 1/2 Ton Extended Cab 4WD Short Bed</b>	<b>\$25,270.00</b>
<b>Line 3</b>	<b>Ford</b>	<b>F150 ½ Ton Crew Cab 4WD</b>	<b>\$28,702.00</b>

<b>999 21*235 Stivers Ford Lincoln VC000042177</b> <b>Effective Date: 5/28/21 – 11/12/22</b>			
	<b>Make</b>	<b>Model</b>	<b>Price</b>
<b>Line 1</b>	<b>Ford</b>	<b>Ford F250 ¾ Ton Crew Cab 2WD Standard Bed</b>	<b>\$27,575.00</b>
<b>Line 2</b>	<b>Ford</b>	<b>Ford F250 ¾ Ton Crew Cab 4WD Standard Bed</b>	<b>\$30,025.00</b>



State of Alabama  
Department of Finance  
Division of Purchasing  
Master Agreement

**Modification**

**CONTRACT INFORMATION**

**MASTER AGREEMENT NUMBER:** MA 999 200000000221

**NOT TO EXCEED AMOUNT:**

Begin Date: 04/01/2020

Procurement Folder: 1024611

Expiration Date: 04/01/2023

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 03/29/22

Version Number: 5

**CONTACT INFORMATION**

**REQUESTOR:**

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

**ISSUER:**

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

**BUYER:**

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

**CONTRACT DESCRIPTION**

MA-NON-ALTERNATIVE FUEL VEHICLES - T191

OLD T191 NON-ALTERNATIVE FUEL VEHICLES

**Ship To:**

**Bill To:**

**REASON FOR MODIFICATION**

**VENDOR INFORMATION**

**Name /Address:**

VC000042177: Stivers Ford Lincoln

4000 Eastern Boulevard

Montgomery AL 36116

**Contact:**

Billy Bruce

3346135000 EXT: 5056

Bbruce@Stiversonline.Com

## COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	\$25,957.000000	\$0.00			\$0.00	\$0.00

0718027 - UTILITY VEHICLES, MIDSIZE  
 FORD EXPLORER UTILITY SUV 4 DOOR  
 MIDSIZE UTILITY CLASS SUV, VEHICLE TO BE 4 DOOR WITH ALL STANDARD AND SAFETY FEATURES.  
 7-PASSENGER SEATING

WHEELBASE TO BE A MINIMUM OF 114 AND A MAXIMUM OF 121".  
 WIDTH TO BE A MAXIMUM OF 80" W/O MIRRORS.  
 MINIMUM 4 CYLINDER ENGINE  
 AUTOMATIC TRANSMISSION  
 DAYTIME RUNNING LIGHTS  
 REAR VIEW CAMERA  
 MINIMUM GROUND CLEARANCE 7.75"  
 MINIMUM FUEL TANK CAPACITY OF 17.5 GALLONS

MAKE: FORD

MODEL: EXPLORER

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

0720117 - TRUCK, PICKUP, MID SIZE EXTENDED CAB, SINGLE REAR WHEEL, SHO  
 NO LONGER AVAILABLE - FORD RANGER TRUCK  
 No Longer Available.

MAKE: FORD

MODEL: RANGER

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

0710490 - VEHICLES AND OTHER FLEET EQUIPMENT  
 VEHICLE OPTIONS  
 VEHICLE OPTIONS:  
 TO BE BILLED AT DEALER INVOICE PRICING.

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

96286 - Transportation of Goods, Shipping and Handling, and Other Fr  
 VEHICLE DELIVERY  
 VEHICLE DELIVERY

SEE SPECIFICATION SHEET FOR DETAILS.

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

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

	Document Phase	Document Description	Page 3
200000000221	Final	MA-NON-ALTERNATIVE FUEL VEHICLES - T191	Total Pages: 11

**Authority:**

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

**Choice of Law; Venue:**

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

**Not to Constitute a Debt of the State:**

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

**Bid Response Instructions:**

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

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

**Bid rejection:**

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

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

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

Bid number not on envelope/package/box

Bid responses with multiple bid numbers in same envelope not properly identified

Bid responses received late



	Document Phase	Document Description	Page 4
200000000221	Final	MA-NON-ALTERNATIVE FUEL VEHICLES - T191	Total Pages: 11

**Bid responses not signed/not original signature**

**Bid responses not notarized/not original signature of notary and/or notary expiration**

**Bidder notarized own signature**

**Required information not submitted with bid response**

**Failure to submit the original bid and a complete exact copy**

**Bid response received from non-subscribed/expired vendor (Effective March 1, 2021 Subscriptions will no longer be required)**

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

**As a condition for award of this bid, the vendor acknowledges the following:**

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

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

#### **Certification Pursuant to Act no. 2006-557**

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

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

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

#### **\*\*\*\*\*STANDARD TERMS and CONDITIONS \*\*\*\*\***

**Vendor Registration and Subscription Fee (Effective March 1, 2021 Subscriptions will no longer be required)**

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to Requests for Bids (RFB) opening prior to March 1, 2021 must be subscribed. Once registered, you may subscribe by clicking the “Pay Subscription Fee” link at the top of the VSS home page. Payments must be made by credit or debit card.

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

	Document Phase	Document Description	Page 5
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In the event a vendor fails to provide its VSS-assigned vendor number or provides an incorrect number, the State reserves the right to clarify this information with the vendor. Failure of the vendor to provide the requested clarification within five (5) calendar days may result in the vendor's response being rejected as non-responsive. A vendor's subscription must be maintained throughout the term on an active contract, to include any renewal periods. (Effective March 1, 2021 Subscriptions will no longer be required.)

#### **Communication during Solicitation Process**

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

#### **Non-appropriation of funds**

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

#### **Proration**

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

#### **Intent to Award**

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

#### **Alternate Bid Response**

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

#### **Internet Website Link's**

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

#### **Product Delivery, Receiving and Acceptance**

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

#### **Sales Tax Exemption**

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

#### **Invoices**

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

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#### **Bid Reponses and Bid Results**

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

#### **Foreign Corporation – Certificate of Authority**

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

#### **Alabama Preferred Vendor**

A “Preferred Vendor” shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

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

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

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#### **Award:**

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

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

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

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

#### **Delivery charges:**

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

#### **In State Dealership:**

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

#### **Administrative fee:**

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

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

October, November, December – Due by January 20<sup>th</sup>

January, February, March – Due by April 20<sup>th</sup>

April, May, June – Due by July 20<sup>th</sup>

July, August, September – Due by October 20<sup>th</sup>

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

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

The definition of sale, for the purpose of this bid only, will be at the time of vehicle delivery and acceptance by the agency. Administrative fees will be due by the 20th of the month following the month of delivery. For example, administrative fees for vehicles delivered during the month of April will be due by the 20th of May.

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

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

### **Vehicles, Non-Alternative Fuel:**

Production/close-out dates:

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

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

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

Delivery/pick-up:

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

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

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

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

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

Standard features and options:

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

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

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

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

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

**Colors:**

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

**Passenger vans disclaimer:**

Some vans that appear on this contract do not conform to federal school bus safety standards and they may not be sold for use as school buses or activity buses.

**Contract period:**

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

**Ordering process:**

Purchases for state agencies will be made by contract release orders showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the vendor.

**Proration:**

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

**Manufacturer, Stock/Model numbers:**

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

**Descriptive literature:**

Vendors may be required to provide complete descriptive, technical literature for evaluation. Reference to literature with a previous bid or to a website will not satisfy this requirement.

Literature, if requested, must be provided within 5 business days from the date of request. The literature must show the line item number on the bid and the make/model. Failure to provide the literature as outlined above will result in the rejection of your bid on that line item.

Physical inspection and operational evaluation may also be required without cost or obligation to the State of Alabama.

**Requested information:**

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

**Firm Pricing:**

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

**OPTIONS PRICING:**

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

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

**QUOTES:**

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

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

**CREDIT APPLICATIONS/BUSINESS LICENSES, ETC:**

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

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

**PURPOSE:**

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

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

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

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

**Quantity:**

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

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

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

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

**ELECTRONIC PAYMENT**

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

**MANDATORY PRE-BID CONFERENCE:**

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

DATE: February 13, 2020

TIME: 9:00 am

PLACE: State Purchasing

100 North Union Street, Suite 192

Montgomery, AL 36104





State of Alabama  
Department of Finance  
Division of Purchasing  
Master Agreement

**Modification**

**CONTRACT INFORMATION**

**MASTER AGREEMENT NUMBER:** MA 999 210000000075

**NOT TO EXCEED AMOUNT:**

Begin Date: 11/12/2020

Procurement Folder: 1155201

Expiration Date: 11/12/2022

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 11/19/21

Version Number: 2

**CONTACT INFORMATION**

**REQUESTOR:**

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

**ISSUER:**

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

**BUYER:**

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

**CONTRACT DESCRIPTION**

MA - STATE OF ALABAMA VEHICLES

STATE OF ALABAMA VEHICLES

**Ship To:**

**Bill To:**

**REASON FOR MODIFICATION**

**VENDOR INFORMATION**

**Name /Address:**

VC000042177: Stivers Ford Lincoln

4000 Eastern Boulevard

Montgomery AL 36116

**Contact:**

Billy Bruce

3346135000 EXT: 5056

Bbruce@Stiversonline.Com

## COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	\$25,841.000000	\$0.00			\$0.00	\$0.00
0720225 - TRUCK, PICKUP, FULL SIZE, EXTENDED CAB, 5 PASSENGER, GASOLIN FORD F150 1/2 TON CREW CAB 2WD 1/2 TON CREW CAB 2WD, FULL FOUR DOORS SHORT BED. EQUIPPED WITH THE MINIMUM SPECIFICATIONS: 8-CYLINDER ENGINE WHEELBASE: MINIMUM 144" - 148" MAXIMUM 4-WHEEL ANTI LOCK BRAKES AUTOMATIC TRANSMISSION BLUETOOTH, AC/HEAT, AM/FM RADIO REAR VIEW CAMERA CLASS IV TRAILER HITCH WITH 4 / 7 PIN CONNECTOR. HD COOLING COMPONENTS CRUISE CONTROL, TILT STEERING WHEEL, POWER WINDOWS, DOOR LOCKS, KEYLESS ENTRY. ALL STANDARD FEATURES.  MAKE:_FORD  MODEL:_F150								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00
07190 - Vans, Cargo No Longer Available No Longer Available								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$28,769.000000	\$0.00			\$0.00	\$0.00
0720225 - TRUCK, PICKUP, FULL SIZE, EXTENDED CAB, 5 PASSENGER, GASOLIN FORD F250 3/4 TON EXTENDED CAB 4WD 3/4 TON EXTENDED CAB 4WD STANDARD BED. EQUIPPED WITH THE MINIMUM SPECIFICATIONS: 8-CYLINDER ENGINE WHEELBASE: MINIMUM 147" - 150" MAXIMUM 4-WHEEL ANTI LOCK BRAKES AUTOMATIC TRANSMISSION BLUETOOTH, AC/HEAT, AM/FM RADIO REAR VIEW CAMERA CLASS IV TRAILER HITCH WITH 4 / 7 PIN CONNECTOR. HD COOLING COMPONENTS CRUISE CONTROL, TILT STEERING WHEEL, POWER WINDOWS, DOOR LOCKS, KEYLESS ENTRY. ALL STANDARD FEATURES.  MAKE:_FORD  MODEL:_F250  CAN BE OPTIONED UP TO LONG BED AND DIESEL.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0		\$0.000000	\$0.00			\$0.00	\$0.00
07100 - AUTOMOBILES, SCHOOL BUSES, SUVs, AND VANS, INCLUDING DIESEL, OPTIONAL EQUIPMENT OPTIONAL EQUIPMENT TO BE INVOICED AT DEALER COST,								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0		\$0.000000	\$0.00			\$0.00	\$0.00
96286 - Transportation of Goods, Shipping and Handling, and Other Fr VEHICLE DELIVERY								

**COMMODITY / SERVICE INFORMATION**

DELIVERY OF VEHICLES.

PLEASE REFER TO SPECIFICATION SHEET FOR DETAILS.

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

Approved:

**Purchasing Director**

APPROVALS			
Date	Status Before	Status After	Approver

**Final**

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**Authority:**

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

**Choice of Law; Venue:**

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

**Not to Constitute a Debt of the State:**

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

**Bid Response Instructions:**

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

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

**Bid rejection:**

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

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

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

Bid number not on envelope/package/box

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

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

As a condition for award of this bid, the vendor acknowledges the following:

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

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

#### Certification Pursuant to Act no. 2006-557

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

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

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

#### \*\*\*\*\*STANDARD TERMS and CONDITIONS\*\*\*\*\*

##### Vendor Registration and Subscription Fee

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

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

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

#### **Communication during Solicitation Process**

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

#### **Non-appropriation of funds**

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

#### **Proration**

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

#### **Intent to Award**

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

#### **Alternate Bid Response**

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

#### **Internet Website Link's**

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

#### **Product Delivery, Receiving and Acceptance**

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

#### **Sales Tax Exemption**

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

#### **Invoices**

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

#### **Bid Responses and Bid Results**

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

**Foreign Corporation – Certificate of Authority**

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

**Alabama Preferred Vendor**

A “Preferred Vendor” shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

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

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

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**Award:**

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

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

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

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

**Delivery charges:**

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

**In State Dealership:**

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

**Administrative fee:**

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

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

October, November, December – Due by January 20<sup>th</sup>  
January, February, March – Due by April 20<sup>th</sup>  
April, May, June – Due by July 20<sup>th</sup>  
July, August, September – Due by October 20<sup>th</sup>

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

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



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The definition of sale, for the purpose of this bid only, will be at the time of vehicle delivery and acceptance by the agency. Only the base vehicle price will be used toward the "total dollar amount" for calculating the administrative fees. Administrative costs, such as title fees and charges for options will not be included in the calculation of the administrative fees.

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

#### **Vehicles, Non-Alternative Fuel:**

Production/close-out dates:

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

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

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

Delivery/pick-up:

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

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

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

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

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

\*\*\*\*\*

Standard features and options:

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

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

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

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

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

Colors:

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

\*\*\*\*\*

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**Passenger vans disclaimer:**

Some vans that appear on this contract do not conform to federal school bus safety standards and they may not be sold for use as school buses or activity buses.

**Contract period:**

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

**Ordering process:**

Purchases for state agencies will be made by contract release orders showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the vendor.

**Proration:**

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

**Manufacturer, Stock/Model numbers:**

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

**Descriptive literature:**

Vendors may be required to provide complete descriptive, technical literature for evaluation. Reference to literature with a previous bid or to a website will not satisfy this requirement.

Literature, if requested, must be provided within 5 business days from the date of request. The literature must show the line item number on the bid and the make/model. Failure to provide the literature as outlined above will result in the rejection of your bid on that line item. Physical inspection and operational evaluation may also be required without cost or obligation to the State of Alabama.

**Requested information:**

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

**Firm Pricing:**

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

**OPTIONS PRICING:**

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

Proof of dealer cost may be requested and must be supplied within 2 business days from the date of request. Failure to provide proof of dealer cost may result in contract cancellation.

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

**QUOTES:**

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

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

#### CREDIT APPLICATIONS/BUSINESS LICENSES, ETC:

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

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

#### PURPOSE:

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

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

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

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

#### Quantity:

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

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

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

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

#### ELECTRONIC PAYMENT

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

#### PRE-BID CONFERENCE:

There will be a pre-bid conference for all vendors wishing to bid on this RFB. Vendors will be required to sign-in at the pre-bid conference. Vendors attending the pre-bid conference should come prepared to ask questions relative to this RFB. To conserve time,

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vendors should submit their question(s) in advance. The question(s) must be submitted to the buyer in writing via the email listed on page one of this FRB. Questions must be submitted in a timely manner prior to the pre-bid conference in order to allow for a proper response. Time permitting the question(s) will be answered via response of the questions submission. All questions received and answered prior to the pre-bid conference will also be addressed during the conference. Any resulting changes to the specifications or terms and conditions will be published in the form of an amendment to this RFB. The Pre-Bid Conference will be as follow:

DATE: September 8, 2020

TIME: 9:30 am

PLACE: Alabama Department of Transportation Central Office

1409 Coliseum Blvd.

Conference Rooms 7 & 8

Montgomery, AL 36110

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

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

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

Participant Code: 467-098-17

Link: <http://10.150.254.51/conference/46709817>



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase order to Ford Stivers Lincoln Inc for 2 2022 Ford Explorer 4X4 SUVs for MFRD.

General Fund.

**Amount of Contract:**

\$61,260.00

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description	Type	Upload Date
20220413 Stivers1 Agenda Package POs	Cover Memo	4/13/2022

**REVIEWERS:**

Department Reviewer	Action	Date
Mayors Office      Montgomery, Brandi	Approved	4/14/2022 - 2:47 PM

# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

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FUNDING SOURCE:

Associated Costs:

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

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## **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:

<b>Requisitions</b>	<b>Fiscal Year</b>	<b>Department</b>	<b>Description</b>	<b>Amount</b>	<b>Vendor</b>
<u>8462</u>	2022	(1510) FIRE ADMINISTRATION	2 2022 FORD EXPLORER 4X4 SUVS FOR MFRD (AL STATE CONTRACT)	\$61,260.00	<u>(292393)</u> <u>STIVERS FORD</u> <u>LINCOLN INC</u>

Adopted:

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City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389  MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008462-00 FY 2022  Acct No: 1000.30.15.1510.1510.1510.0000.0000.47020. Review: Buyer: Status: Approved	Page 1
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD  MONTGOMERY, AL 36116  Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL 745 BROAD STREET  MOBILE, AL 36604  Delivery Reference VICTORIA RICHARDSON  Deliver To MOTOR POOL 745 BROAD STREET  MOBILE, AL 36604 Delivery Reference MFRD // CHIEF BROWNE
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/13/22	292393				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
001 TRUCK SPORT UTILITY VEHICLE (SUV) AS FOLLOWS: Additional Description Notes ----- 2022 FORD EXPLORER 4X4 FOUR DOOR MID SIZE SUV.  AS PER STATE OF ALABAMA CONTRACT T-191 MA16000000221 LINE 1 Vendor Item Inventory Item/Loc 724  1 1000.30.15.1510.1510.1510.0000.0000.47020.	2.00 EACH	30366.00000	60732.00

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

Deliver To  
 MOTOR POOL  
 745 BROAD STREET  
 MOBILE, AL 36604  
 Delivery Reference  
 MFRD // CHIEF BROWNE

002 DELIVERY BY DEALER TO CITY OF MOBILE BY STIVERS FORD. FROM 4000 EASTERN BLVD MONTGOMERY ALABAMA TO	2.00 EACH	264.00000	528.00
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Bill To ACCOUNTS PAYABLE P O BOX 389  MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008462-00 FY 2022  Acct No: 1000.30.15.1510.1510.1510.0000.0000.47020. Review: Buyer: Status: Approved	Page 2
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Vendor  
STIVERS FORD LINCOLN INC  
4000 EASTERN BLVD

Ship To  
MOTOR POOL  
745 BROAD STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604

Tel#334-613-5000  
Fax 334-613-5018

Delivery Reference  
VICTORIA RICHARDSON

Deliver To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36604  
Delivery Reference  
MFRD // CHIEF BROWNE

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/13/22	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	CITY OF MOBILE MOTOR POOL 745 SOUTH BROAD STREET, MOBILE ALABAMA 176 MILES X \$1.50 PER MILE AS PER STATE OF ALABAMA CONTRACT.			

1	1000.30.15.1510.1510.1510.0000.0000.47020.			528.00
---	--	--	--	--------

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

Deliver To  
MOTOR POOL  
745 BROAD STREET  
MOBILE, AL 36604  
Delivery Reference  
MFRD // CHIEF BROWNE

## Requisition Link

Requisition Total	61260.00
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## \*\*\*\*\* General Ledger Summary Section \*\*\*\*\*

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.47020.	61260.00	3487440.01
FIRE ADMINISTRATION EXP	EQUIPMENT (LESS THAN \$5000)	

Bill To ACCOUNTS PAYABLE P O BOX 389  MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008462-00 FY 2022  Acct No: 1000.30.15.1510.1510.1510.0000.0000.47020. Review: Buyer: Status: Approved
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Vendor  
 STIVERS FORD LINCOLN INC  
 4000 EASTERN BLVD

Ship To  
 MOTOR POOL  
 745 BROAD STREET

MOBILE, AL 36604

MONTGOMERY, AL 36116

Tel#334-613-5000  
 Fax 334-613-5018

Delivery Reference  
 VICTORIA RICHARDSON

Deliver To  
 MOTOR POOL  
 745 BROAD STREET

MOBILE, AL 36604  
 Delivery Reference  
 MFRD // CHIEF BROWNE

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/13/22	292393				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****			
Activity Date Clerk			
Cancelled 04/13/22 JOHN PAINE			
Approved 04/13/22 DONNA MICHELE STANLEY			
Approved 04/13/22 DONALD ROSE			
Approved 04/13/22 SANDRA LEWIS			
Approved 04/13/22 JOHN PAINE			

Comment  
 Requisition item added changed  
 Auto approved by: 9105paij  
 Auto approved by: 9105paij  
 Auto approved by: 9105paij

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature

## T191 Vehicle Master Agreement

<b>999 20*221 Stivers Ford Lincoln VC000042177</b> <b>Effective Date: 4/1/20 – 4/1/23</b>			
	<b>Make</b>	<b>Model</b>	<b>Price</b>
<b>Line 1</b>	<b>Ford</b>	<b>Explorer</b>	<b>\$25,957.00</b>

<b>999 21*75 Stivers Ford Lincoln VC000042177</b> <b>Effective Date: 11/12/20 – 11/12/22</b>			
	<b>Make</b>	<b>Model</b>	<b>Price</b>
<b>Line 1</b>	<b>Ford</b>	<b>F150 ½ Ton Crew Cab 2WD</b>	<b>\$25,841.00</b>
<b>Line 3</b>	<b>Ford</b>	<b>F250 ¾ Ton Extended Cab 4WD</b>	<b>\$28,769.00</b>

<b>999 21*76 Donohoo Chevrolet VC000049701</b> <b>Effective Date: 11/12/20 – 11/12/22</b>			
	<b>Make</b>	<b>Model</b>	<b>Price</b>
<b>Line 1</b>	<b>Chevrolet</b>	<b>Suburban Large Sport Utility Vehicle</b>	<b>\$41,573.00</b>

<b>999 21*129 Stivers Ford Lincoln VC000042177</b> <b>Effective Date: 1/1/21 – 11/12/22</b>			
	<b>Make</b>	<b>Model</b>	<b>Price</b>
<b>Line 1</b>	<b>Ford</b>	<b>F250 3/4 Ton Extended Cab 2WD Standard Bed</b>	<b>\$26,267.00</b>
<b>Line 2</b>	<b>Ford</b>	<b>F150 1/2 Ton Extended Cab 4WD Short Bed</b>	<b>\$25,270.00</b>
<b>Line 3</b>	<b>Ford</b>	<b>F150 ½ Ton Crew Cab 4WD</b>	<b>\$28,702.00</b>

<b>999 21*235 Stivers Ford Lincoln VC000042177</b> <b>Effective Date: 5/28/21 – 11/12/22</b>			
	<b>Make</b>	<b>Model</b>	<b>Price</b>
<b>Line 1</b>	<b>Ford</b>	<b>Ford F250 ¾ Ton Crew Cab 2WD Standard Bed</b>	<b>\$27,575.00</b>
<b>Line 2</b>	<b>Ford</b>	<b>Ford F250 ¾ Ton Crew Cab 4WD Standard Bed</b>	<b>\$30,025.00</b>



State of Alabama  
Department of Finance  
Division of Purchasing  
Master Agreement

**Modification**

**CONTRACT INFORMATION**

**MASTER AGREEMENT NUMBER:** MA 999 200000000221

**NOT TO EXCEED AMOUNT:**

Begin Date: 04/01/2020

Procurement Folder: 1024611

Expiration Date: 04/01/2023

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 03/29/22

Version Number: 5

**CONTACT INFORMATION**

**REQUESTOR:**

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

**ISSUER:**

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

**BUYER:**

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

**CONTRACT DESCRIPTION**

MA-NON-ALTERNATIVE FUEL VEHICLES - T191

OLD T191 NON-ALTERNATIVE FUEL VEHICLES

**Ship To:**

**Bill To:**

**REASON FOR MODIFICATION**

**VENDOR INFORMATION**

**Name /Address:**

VC000042177: Stivers Ford Lincoln

4000 Eastern Boulevard

Montgomery AL 36116

**Contact:**

Billy Bruce

3346135000 EXT: 5056

Bbruce@Stiversonline.Com

## COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	\$25,957.000000	\$0.00			\$0.00	\$0.00

0718027 - UTILITY VEHICLES, MIDSIZE  
 FORD EXPLORER UTILITY SUV 4 DOOR  
 MIDSIZE UTILITY CLASS SUV, VEHICLE TO BE 4 DOOR WITH ALL STANDARD AND SAFETY FEATURES.  
 7-PASSENGER SEATING

WHEELBASE TO BE A MINIMUM OF 114 AND A MAXIMUM OF 121".  
 WIDTH TO BE A MAXIMUM OF 80" W/O MIRRORS.  
 MINIMUM 4 CYLINDER ENGINE  
 AUTOMATIC TRANSMISSION  
 DAYTIME RUNNING LIGHTS  
 REAR VIEW CAMERA  
 MINIMUM GROUND CLEARANCE 7.75"  
 MINIMUM FUEL TANK CAPACITY OF 17.5 GALLONS

MAKE: FORD

MODEL: EXPLORER

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

0720117 - TRUCK, PICKUP, MID SIZE EXTENDED CAB, SINGLE REAR WHEEL, SHO  
 NO LONGER AVAILABLE - FORD RANGER TRUCK  
 No Longer Available.

MAKE: FORD

MODEL: RANGER

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

0710490 - VEHICLES AND OTHER FLEET EQUIPMENT  
 VEHICLE OPTIONS  
 VEHICLE OPTIONS:  
 TO BE BILLED AT DEALER INVOICE PRICING.

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

96286 - Transportation of Goods, Shipping and Handling, and Other Fr  
 VEHICLE DELIVERY  
 VEHICLE DELIVERY

SEE SPECIFICATION SHEET FOR DETAILS.

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

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

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**Authority:**

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

**Choice of Law; Venue:**

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

**Not to Constitute a Debt of the State:**

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

**Bid Response Instructions:**

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

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

**Bid rejection:**

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

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

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

Bid number not on envelope/package/box

Bid responses with multiple bid numbers in same envelope not properly identified

Bid responses received late

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**Bid responses not signed/not original signature**

**Bid responses not notarized/not original signature of notary and/or notary expiration**

**Bidder notarized own signature**

**Required information not submitted with bid response**

**Failure to submit the original bid and a complete exact copy**

**Bid response received from non-subscribed/expired vendor (Effective March 1, 2021 Subscriptions will no longer be required)**

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

**As a condition for award of this bid, the vendor acknowledges the following:**

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

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

#### **Certification Pursuant to Act no. 2006-557**

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

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

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

#### **\*\*\*\*\*STANDARD TERMS and CONDITIONS \*\*\*\*\***

**Vendor Registration and Subscription Fee (Effective March 1, 2021 Subscriptions will no longer be required)**

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to Requests for Bids (RFB) opening prior to March 1, 2021 must be subscribed. Once registered, you may subscribe by clicking the “Pay Subscription Fee” link at the top of the VSS home page. Payments must be made by credit or debit card.

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

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In the event a vendor fails to provide its VSS-assigned vendor number or provides an incorrect number, the State reserves the right to clarify this information with the vendor. Failure of the vendor to provide the requested clarification within five (5) calendar days may result in the vendor's response being rejected as non-responsive. A vendor's subscription must be maintained throughout the term on an active contract, to include any renewal periods. (Effective March 1, 2021 Subscriptions will no longer be required.)

#### **Communication during Solicitation Process**

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

#### **Non-appropriation of funds**

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

#### **Proration**

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

#### **Intent to Award**

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

#### **Alternate Bid Response**

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

#### **Internet Website Link's**

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

#### **Product Delivery, Receiving and Acceptance**

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

#### **Sales Tax Exemption**

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

#### **Invoices**

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



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#### **Bid Reponses and Bid Results**

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

#### **Foreign Corporation – Certificate of Authority**

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

#### **Alabama Preferred Vendor**

A “Preferred Vendor” shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

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

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

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#### **Award:**

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

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

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

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

#### **Delivery charges:**

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

#### **In State Dealership:**

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

#### **Administrative fee:**

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

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

October, November, December – Due by January 20<sup>th</sup>

January, February, March – Due by April 20<sup>th</sup>

April, May, June – Due by July 20<sup>th</sup>

July, August, September – Due by October 20<sup>th</sup>

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

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

The definition of sale, for the purpose of this bid only, will be at the time of vehicle delivery and acceptance by the agency. Administrative fees will be due by the 20th of the month following the month of delivery. For example, administrative fees for vehicles delivered during the month of April will be due by the 20th of May.

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

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

### **Vehicles, Non-Alternative Fuel:**

Production/close-out dates:

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

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

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

Delivery/pick-up:

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

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

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

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

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

Standard features and options:

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

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

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

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

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

**Colors:**

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

**Passenger vans disclaimer:**

Some vans that appear on this contract do not conform to federal school bus safety standards and they may not be sold for use as school buses or activity buses.

**Contract period:**

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

**Ordering process:**

Purchases for state agencies will be made by contract release orders showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the vendor.

**Proration:**

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

**Manufacturer, Stock/Model numbers:**

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

**Descriptive literature:**

Vendors may be required to provide complete descriptive, technical literature for evaluation. Reference to literature with a previous bid or to a website will not satisfy this requirement.

Literature, if requested, must be provided within 5 business days from the date of request. The literature must show the line item number on the bid and the make/model. Failure to provide the literature as outlined above will result in the rejection of your bid on that line item.

Physical inspection and operational evaluation may also be required without cost or obligation to the State of Alabama.

**Requested information:**

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

**Firm Pricing:**

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

**OPTIONS PRICING:**

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

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

#### QUOTES:

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

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

#### CREDIT APPLICATIONS/BUSINESS LICENSES, ETC:

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

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

#### PURPOSE:

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

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

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

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

#### Quantity:

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

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

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

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

#### ELECTRONIC PAYMENT

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

**MANDATORY PRE-BID CONFERENCE:**

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

DATE: February 13, 2020

TIME: 9:00 am

PLACE: State Purchasing

100 North Union Street, Suite 192

Montgomery, AL 36104



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Submitted by:**

Cassie Boatwright, Real Estate Asset Management Dept

**Sponsored by:**

Councilmember Carroll and Mayor Stimpson

**Purpose and Scope of Project:**

To repair drywall and paint various interior areas at the Mobile Civic Center

**Amount of Contract:**

\$23,300.00

**Funding Source**

**Project #** Mobile Civic Center - Interior Repairs CC-025-22

**Discretionary Funds**

**Project String** C0688 Civic Center-Hurricane Sally  
Int Rep - capital acct (20002000-48010)

**Contract Number:**3776

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

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description	Type	Upload Date
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**REVIEWERS:**

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	4/13/2022 - 5:24 PM
Capital	Rhodes, Brenda	Approved	4/14/2022 - 9:09 AM
Legal	Kern, Chris	Approved	4/14/2022 - 10:37 AM
Mayors Office	Montgomery, Brandi	Approved	4/14/2022 - 2:48 PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Sponsored by:**

Councilmember Penn

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

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

**REVIEWERS:**

Department Reviewer	Action	Date
City Clerk   Gauthier, Lana	Approved	4/26/2022 - 10:54 AM





## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Submitted by:**

Nick Amberger, P.E.  
City Engineer

**Sponsored by:**

Mayor William S. Stimpson and Councilmembers Ben Reynolds and Joel Daves

**Purpose and Scope of Project:**

To accept a contract with C. Thornton, Inc., to perform for the CITY all necessary professional engineer services in connection with the PROJECT.

**Amount of Contract:**

\$621,327.50

**Funding Source**

**Project #** SDW21

**Project String** 20002000-48010

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

**Grant Funds**

**Discretionary Funds**

**Contract Number:**3791

**Matching Funds**

**ATTACHMENTS:**

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

**REVIEWERS:**

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	4/20/2022 - 3:34 PM
Capital	Rhodes, Brenda	Approved	4/20/2022 - 5:07 PM
Legal	Kern, Chris	Approved	4/20/2022 - 5:29 PM
Mayors Office	Montgomery, Brandi	Approved	4/21/2022 - 2:36 PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Submitted by:**

Commander Robert Lasky, Office of Professional Responsibilities

**Sponsored by:**

Mayor Stimpson

**Purpose and Scope of Project:**

Court reporting services for Judge Graddick

**Amount of Contract:**

\$300 per court attended day; \$1,100.00 minimum per week

**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	4/21/2022 - 9:21 AM
Budget        Sapp, Celia	Approved	4/21/2022 - 10:34 AM
Legal          Gibson, Grant	Approved	4/21/2022 - 11:46 AM
Legal          Gibson, Grant	Approved	4/21/2022 - 11:47 AM
Mayors Office    Montgomery, Brandi	Approved	4/21/2022 - 2:34 PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Submitted by:**

Shonnda Smith, Executive Deputy Director of Public Works

**Sponsored by:**

Mayor Stimpson

**Purpose and Scope of Project:**

City of Mobile 4th of July Fireworks Display

**Amount of Contract:**

\$45,000

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

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

**REVIEWERS:**

Department Reviewer	Action	Date
Parks and Recreation      McCants, Gerard	Approved	4/19/2022 - 3:22 PM
Legal      Kern, Chris	Approved	4/20/2022 - 4:32 PM
Mayors Office      Montgomery, Brandi	Approved	4/21/2022 - 2:34 PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Submitted by:**

Anitra Henderson

**Sponsored by:**

Mayor Stimpson

**Purpose and Scope of Project:**

Reimburse the City for the Summer Youth Employment Program, in an amount not to exceed \$180,000.00

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**3782

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

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

**REVIEWERS:**

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	4/19/2022 - 10:59 AM
Capital	Rhodes, Brenda	Approved	4/20/2022 - 10:33 AM
Legal	Kern, Chris	Approved	4/21/2022 - 10:56 AM
Mayors Office	Montgomery, Brandi	Approved	4/21/2022 - 2:34 PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase order to Stivers Ford Lincoln Inc for

**Amount of Contract:**

\$124,139.00

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description	Type	Upload Date
20220421 Stivers Agenda Package POs	Cover Memo	4/21/2022

**REVIEWERS:**

Department Reviewer	Action	Date
Mayors Office      Montgomery, Brandi	Approved	4/21/2022 - 2:37 PM

# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

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FUNDING SOURCE:

Associated Costs:

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

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## **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:

<b>Requisitions</b>	<b>Fiscal Year</b>	<b>Department</b>	<b>Description</b>	<b>Amount</b>	<b>Vendor</b>
<u>3588, 8515, 8662</u>	2022	(F7000) MOTOR POOL	1 2022 FORD EXLPORER 4X4 SUV, 3 2022 FORD F150 4X4 PICKUP TRUCKS, FOR VARIOUS DEPTS FOR MOTOR POOL (AL STATE CONTRACT)	\$124,139.00	<u>(292393)</u> <u>STIVERS FORD LINCOLN INC</u>

Adopted:

---

City Clerk

Bill To	Requisition 00003588-00 FY 2022 PO 22007974
	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120.
	Review:
	Buyer: 9105paij
	Status: Converted
	Page 1

Vendor  
STIVERS FORD LINCOLN INC  
4000 EASTERN BLVD

MONTGOMERY, AL 36116

Tel#334-613-5000  
Fax 334-613-5018

Ship To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36604  
CARTERD@CITYOFMOBILE.ORG

Delivery Reference  
DIANE CARTER-MCCARTY

Deliver To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/13/22	292393	12/17/21			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	THIS PURCHASE ORDER IS FOR STIVERS STOCK NUMBERS T456 AND T457. ONE HALF TON PICKUP AS SPECIFIED: 1/2 TON CREW CAB 4X4 PICKUP W/5.5 FT TRUCK BED, V8 ENGINE.	2.00 EACH	30817.00000	61634.00
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Additional Description Notes

1/2 TON CREW CAB 4X4 PICKUP W/5.5FT TRUCK BED

AS PER STATE OF ALABAMA CONTRACT T-191 MA16000000221 LINE 3 VC000042177

1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP02025 .VEHICLEEXP.			61634.00
---	--	--	--	----------

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

Deliver To  
MOTOR POOL  
745 BROAD STREET  
MOBILE, AL 36604

002	DELIVERY AS SPECIFIED: DELIVERY BY DEALER TO CITY OF MOBILE BY	2.00 EACH	264.00000	528.00
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Bill To	Requisition 00003588-00 FY 2022
	PO 22007974
	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120.
	Review:
	Buyer: 9105paij
	Status: Converted
	Page 2

Vendor  
STIVERS FORD LINCOLN INC  
4000 EASTERN BLVD

MONTGOMERY, AL 36116

Tel#334-613-5000  
Fax 334-613-5018

Ship To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36604  
CARTERD@CITYOFMOBILE.ORG

Delivery Reference  
DIANE CARTER-MCCARTY

Deliver To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/13/22	1292393	12/17/21			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
1	STIVERS FORD. FROM 4000 EASTERN BLVD MONTGOMERY ALABAMA TO CITY OF MOBILE MOTOR POOL 745 SOUTH BROAD STREET, MOBILE ALABAMA 176 MILES X \$1.50 PER MILE AS PER STATE OF ALABAMA CONTRACT.			
	7000.40.20.0000.0000.2070.0000.0000.47120. E MP02025 .VEHICLEEXP.			528.00

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

Deliver To  
MOTOR POOL  
745 BROAD STREET  
MOBILE, AL 36604

#### Requisition Link

Requisition Total 62162.00

#### \*\*\*\*\* Project Ledger Summary Section \*\*\*\*\*

Account	Amount	Remaining Budget
E MP02025 .VEHICLEEXP.	62162.00	425416.69

#### \*\*\*\*\* General Ledger Summary Section \*\*\*\*\*

Account	Amount	Remaining Budget
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Bill To	Requisition 00003588-00 FY 2022
	PO 22007974
	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120.
	Review:
	Buyer: 9105paij
	Status: Converted
	Page 3

Vendor  
STIVERS FORD LINCOLN INC  
4000 EASTERN BLVD

MONTGOMERY, AL 36116

Tel#334-613-5000  
Fax 334-613-5018

Ship To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36604  
CARTERD@CITYOFMOBILE.ORG

Delivery Reference  
DIANE CARTER-MCCARTY

Deliver To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/13/22	292393	12/17/21			MOTOR POOL

Account	Amount Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	62162.00
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)

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

Activity	Date	Clerk	Comment
Cancelled	04/13/22	JOHN PAINE	GL Allocation, GL Allocation,
Approved	12/17/21	DIANE MCCARTY	
Approved	04/13/22	DIANE MCCARTY	
Approved	04/13/22	CHARLES SUMRALL	Auto approved by: 910513661
Approved	12/22/21	JOHN PEAVY	
Approved	12/22/21	JAMES DELAPP	Auto approved by: 910517051
Approved	04/14/22	KINA ANDREWS	
Approved	04/14/22	JAMES DELAPP	Auto approved by: 910515803
Forward	03/30/22	JOHN PAINE	m
Rejected	04/13/22	SANDRA LEWIS	per Diane request
Approved	04/14/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	04/14/22	DONALD ROSE	Auto approved by: 9105paij
Approved	04/14/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/14/22	JOHN PAINE	

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Bill To	Requisition 00008515-00 FY 2022
	PO 22008030
	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120.
	Review:
	Buyer: 9105paij
	Status: Converted
	Page 1

Vendor  
STIVERS FORD LINCOLN INC  
4000 EASTERN BLVD

MONTGOMERY, AL 36116

Tel#334-613-5000  
Fax 334-613-5018

Ship To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36604  
CARTERD@CITYOFMOBILE.ORG

Delivery Reference  
DIANE CARTER-MCCARTY

Deliver To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/13/22	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	ONE HALF TON PICKUP AS SPECIFIED: 1/2 TON CREW CAB 4X4 PICKUP W/5.5 FT TRUCK BED, V8 ENGINE. Additional Description Notes ----- 1/2 TON CREW CAB 4X4 PICKUP W/5.5FT TRUCK BED  AS PER STATE OF ALABAMA CONTRACT T-191 MA16000000221 LINE 3 VC000042177	1.00 EACH	31083.00000	31083.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP02025 .VEHICLEEXP.			31083.00

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

Deliver To  
MOTOR POOL  
745 BROAD STREET  
MOBILE, AL 36604

002	DELIVERY AS SPECIFIED: DELIVERY BY DEALER TO CITY OF MOBILE BY STIVERS FORD. FROM 4000 EASTERN BLVD MONTGOMERY ALABAMA TO CITY OF MOBILE MOTOR POOL 745 SOUTH BROAD	1.00 EACH	264.00000	264.00
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Bill To	Requisition 00008515-00 FY 2022
	PO 22008030
	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120.
	Review:
	Buyer: 9105paij
	Status: Converted
	Page 2

Vendor  
STIVERS FORD LINCOLN INC  
4000 EASTERN BLVD

MONTGOMERY, AL 36116

Tel#334-613-5000  
Fax 334-613-5018

Ship To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36604  
CARTERD@CITYOFMOBILE.ORG

Delivery Reference  
DIANE CARTER-MCCARTY

Deliver To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/13/22	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	STREET, MOBILE ALABAMA 176 MILES			
	X \$1.50 PER MILE AS PER STATE OF			
	ALABAMA CONTRACT.			

1	7000.40.20.0000.0000.2070.0000.0000.47120.			
	E MP02025 .VEHICLEEXP.			264.00

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

Deliver To  
MOTOR POOL  
745 BROAD STREET  
MOBILE, AL 36604

#### Requisition Link

Requisition Total	31347.00
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#### \*\*\*\*\* Project Ledger Summary Section \*\*\*\*\*

Account	Amount	Remaining Budget
E MP02025 .VEHICLEEXP.	31347.00	425416.69

#### \*\*\*\*\* General Ledger Summary Section \*\*\*\*\*

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	31347.00	
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

Bill To	Requisition 00008515-00 FY 2022
	PO 22008030
	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120.
	Review:
	Buyer: 9105paij
	Status: Converted
	Page 3

Vendor  
STIVERS FORD LINCOLN INC  
4000 EASTERN BLVD

MONTGOMERY, AL 36116

Tel#334-613-5000  
Fax 334-613-5018

Ship To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36604  
CARTERD@CITYOFMOBILE.ORG

Delivery Reference  
DIANE CARTER-MCCARTY

Deliver To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/13/22	292393				MOTOR POOL

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

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

Activity	Date	Clerk	Comment
Approved	04/14/22	DIANE MCCARTY	
Approved	04/14/22	CHARLES SUMRALL	Auto approved by: 910513661
Approved	04/14/22	KINA ANDREWS	
Approved	04/14/22	JAMES DELAPP	Auto approved by: 910515803
Approved	04/14/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	04/14/22	DONALD ROSE	Auto approved by: 9105paij
Approved	04/14/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/14/22	JOHN PAINE	

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Bill To	Requisition 00008662-00 FY 2022
	PO 22008169
	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120.
	Review:
	Buyer: 9105paij
	Status: Converted
	Page 1

Vendor  
STIVERS FORD LINCOLN INC  
4000 EASTERN BLVD

MONTGOMERY, AL 36116

Tel#334-613-5000  
Fax 334-613-5018

Ship To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36604  
CARTERD@CITYOFMOBILE.ORG

Delivery Reference  
DIANE CARTER-MCCARTY

Deliver To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/15/22	292393	04/15/22			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 MID SIZE SUV AS SPECIFIED: 2022 FORD EXPLORER 4X4 FOUR DOOR MID SIZE SUV.	1.00 EACH	30366.00000	30366.00

Additional Description Notes

2022 FORD EXPLORER 4X4 FOUR DOOR MID SIZE SUV.

AS PER STATE OF ALABAMA CONTRACT T-191 MA 16000000000221 LINE 1.  
The Above Line Item Is Required By: 04/07/22

1 7000.40.20.0000.0000.2070.0000.0000.47120.	
E MP05000 .VEHICLEEXP.	30366.00

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

Deliver To  
MOTOR POOL  
745 BROAD STREET  
MOBILE, AL 36604

002 DELIVERY BY DEALER TO CITY OF MOBILE BY STIVERS FORD. FROM 4000 EASTERN BLVD MONTGOMERY ALABAMA TO CITY OF MOBILE MOTOR POOL 745	1.00 EACH	264.00000	264.00
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Bill To	Requisition 00008662-00 FY 2022
	PO 22008169
	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120.
	Review:
	Buyer: 9105paij
	Status: Converted
	Page 2

Vendor  
STIVERS FORD LINCOLN INC  
4000 EASTERN BLVD

MONTGOMERY, AL 36116

Tel#334-613-5000  
Fax 334-613-5018

Ship To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36604  
CARTERD@CITYOFMOBILE.ORG

Delivery Reference  
DIANE CARTER-MCCARTY

Deliver To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/15/22	1292393	04/15/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	SOUTH BROAD STREET, MOBILE			
	ALABAMA 176 MILES X \$1.50 PER			
	MILE AS PER STATE OF ALABAMA			
	CONTRACT.			

The Above Line Item Is Required By: 04/07/22

1	7000.40.20.0000.0000.2070.0000.0000.47120.			
	E MP05000 .VEHICLEEXP.			264.00

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

Deliver To  
MOTOR POOL  
745 BROAD STREET  
MOBILE, AL 36604

## Requisition Link

Requisition Total 30630.00

### \*\*\*\*\* Project Ledger Summary Section \*\*\*\*\*

Account	Amount	Remaining Budget
E MP05000 .VEHICLEEXP.	30630.00	6321.53

### \*\*\*\*\* General Ledger Summary Section \*\*\*\*\*

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.		

Bill To	Requisition 00008662-00 FY 2022
	PO 22008169
	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120.
	Review:
	Buyer: 9105paij
	Status: Converted
	Page 3

Vendor  
STIVERS FORD LINCOLN INC  
4000 EASTERN BLVD

MONTGOMERY, AL 36116

Tel#334-613-5000  
Fax 334-613-5018

Ship To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36604  
CARTERD@CITYOFMOBILE.ORG

Delivery Reference  
DIANE CARTER-MCCARTY

Deliver To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/15/22	292393	04/15/22			MOTOR POOL

Account	Amount Remaining Budget
MOTOR POOL EXP	30630.00
	VEHICLE ACQ (GREATER \$5000)

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

Activity	Date	Clerk	Comment
Approved	04/15/22	DIANE MCCARTY	
Approved	04/15/22	CHARLES SUMRALL	Auto approved by: 910513661
Approved	04/18/22	KINA ANDREWS	Auto approved by: 910518527
Approved	04/18/22	JAMES DELAPP	
Approved	04/18/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	04/18/22	DONALD ROSE	Auto approved by: 9105paij
Approved	04/18/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/18/22	JOHN PAINE	

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature



## T191 Vehicle Master Agreement

<b>999 20*221 Stivers Ford Lincoln VC000042177</b> <b>Effective Date: 4/1/20 – 4/1/23</b>			
	<b>Make</b>	<b>Model</b>	<b>Price</b>
<b>Line 1</b>	<b>Ford</b>	<b>Explorer</b>	<b>\$25,957.00</b>

<b>999 21*75 Stivers Ford Lincoln VC000042177</b> <b>Effective Date: 11/12/20 – 11/12/22</b>			
	<b>Make</b>	<b>Model</b>	<b>Price</b>
<b>Line 1</b>	<b>Ford</b>	<b>F150 ½ Ton Crew Cab 2WD</b>	<b>\$25,841.00</b>
<b>Line 3</b>	<b>Ford</b>	<b>F250 ¾ Ton Extended Cab 4WD</b>	<b>\$28,769.00</b>

<b>999 21*76 Donohoo Chevrolet VC000049701</b> <b>Effective Date: 11/12/20 – 11/12/22</b>			
	<b>Make</b>	<b>Model</b>	<b>Price</b>
<b>Line 1</b>	<b>Chevrolet</b>	<b>Suburban Large Sport Utility Vehicle</b>	<b>\$41,573.00</b>

<b>999 21*129 Stivers Ford Lincoln VC000042177</b> <b>Effective Date: 1/1/21 – 11/12/22</b>			
	<b>Make</b>	<b>Model</b>	<b>Price</b>
<b>Line 1</b>	<b>Ford</b>	<b>F250 3/4 Ton Extended Cab 2WD Standard Bed</b>	<b>\$26,267.00</b>
<b>Line 2</b>	<b>Ford</b>	<b>F150 1/2 Ton Extended Cab 4WD Short Bed</b>	<b>\$25,270.00</b>
<b>Line 3</b>	<b>Ford</b>	<b>F150 ½ Ton Crew Cab 4WD</b>	<b>\$28,702.00</b>

<b>999 21*235 Stivers Ford Lincoln VC000042177</b> <b>Effective Date: 5/28/21 – 11/12/22</b>			
	<b>Make</b>	<b>Model</b>	<b>Price</b>
<b>Line 1</b>	<b>Ford</b>	<b>Ford F250 ¾ Ton Crew Cab 2WD Standard Bed</b>	<b>\$27,575.00</b>
<b>Line 2</b>	<b>Ford</b>	<b>Ford F250 ¾ Ton Crew Cab 4WD Standard Bed</b>	<b>\$30,025.00</b>



State of Alabama  
Department of Finance  
Division of Purchasing  
Master Agreement

**Modification**

**CONTRACT INFORMATION**

**MASTER AGREEMENT NUMBER:** MA 999 200000000221

**NOT TO EXCEED AMOUNT:**

Begin Date: 04/01/2020

Procurement Folder: 1024611

Expiration Date: 04/01/2023

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 03/29/22

Version Number: 5

**CONTACT INFORMATION**

**REQUESTOR:**

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

**ISSUER:**

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

**BUYER:**

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

**CONTRACT DESCRIPTION**

MA-NON-ALTERNATIVE FUEL VEHICLES - T191

OLD T191 NON-ALTERNATIVE FUEL VEHICLES

**Ship To:**

**Bill To:**

**REASON FOR MODIFICATION**

**VENDOR INFORMATION**

**Name /Address:**

VC000042177: Stivers Ford Lincoln

4000 Eastern Boulevard

Montgomery AL 36116

**Contact:**

Billy Bruce

3346135000 EXT: 5056

Bbruce@Stiversonline.Com

## COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	\$25,957.000000	\$0.00			\$0.00	\$0.00

0718027 - UTILITY VEHICLES, MIDSIZE  
 FORD EXPLORER UTILITY SUV 4 DOOR  
 MIDSIZE UTILITY CLASS SUV, VEHICLE TO BE 4 DOOR WITH ALL STANDARD AND SAFETY FEATURES.  
 7-PASSENGER SEATING

WHEELBASE TO BE A MINIMUM OF 114 AND A MAXIMUM OF 121".  
 WIDTH TO BE A MAXIMUM OF 80" W/O MIRRORS.  
 MINIMUM 4 CYLINDER ENGINE  
 AUTOMATIC TRANSMISSION  
 DAYTIME RUNNING LIGHTS  
 REAR VIEW CAMERA  
 MINIMUM GROUND CLEARANCE 7.75"  
 MINIMUM FUEL TANK CAPACITY OF 17.5 GALLONS

MAKE: FORD

MODEL: EXPLORER

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

0720117 - TRUCK, PICKUP, MID SIZE EXTENDED CAB, SINGLE REAR WHEEL, SHO  
 NO LONGER AVAILABLE - FORD RANGER TRUCK  
 No Longer Available.

MAKE: FORD

MODEL: RANGER

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

0710490 - VEHICLES AND OTHER FLEET EQUIPMENT  
 VEHICLE OPTIONS  
 VEHICLE OPTIONS:  
 TO BE BILLED AT DEALER INVOICE PRICING.

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

96286 - Transportation of Goods, Shipping and Handling, and Other Fr  
 VEHICLE DELIVERY  
 VEHICLE DELIVERY

SEE SPECIFICATION SHEET FOR DETAILS.

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

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

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**Authority:**

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

**Choice of Law; Venue:**

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

**Not to Constitute a Debt of the State:**

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

**Bid Response Instructions:**

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

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

**Bid rejection:**

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

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

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

Bid number not on envelope/package/box

Bid responses with multiple bid numbers in same envelope not properly identified

Bid responses received late

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**Bid responses not signed/not original signature**

**Bid responses not notarized/not original signature of notary and/or notary expiration**

**Bidder notarized own signature**

**Required information not submitted with bid response**

**Failure to submit the original bid and a complete exact copy**

**Bid response received from non-subscribed/expired vendor (Effective March 1, 2021 Subscriptions will no longer be required)**

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

**As a condition for award of this bid, the vendor acknowledges the following:**

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

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

#### **Certification Pursuant to Act no. 2006-557**

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

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

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

#### **\*\*\*\*\*STANDARD TERMS and CONDITIONS \*\*\*\*\***

**Vendor Registration and Subscription Fee (Effective March 1, 2021 Subscriptions will no longer be required)**

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to Requests for Bids (RFB) opening prior to March 1, 2021 must be subscribed. Once registered, you may subscribe by clicking the “Pay Subscription Fee” link at the top of the VSS home page. Payments must be made by credit or debit card.

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

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In the event a vendor fails to provide its VSS-assigned vendor number or provides an incorrect number, the State reserves the right to clarify this information with the vendor. Failure of the vendor to provide the requested clarification within five (5) calendar days may result in the vendor's response being rejected as non-responsive. A vendor's subscription must be maintained throughout the term on an active contract, to include any renewal periods. (Effective March 1, 2021 Subscriptions will no longer be required.)

#### **Communication during Solicitation Process**

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

#### **Non-appropriation of funds**

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

#### **Proration**

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

#### **Intent to Award**

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

#### **Alternate Bid Response**

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

#### **Internet Website Link's**

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

#### **Product Delivery, Receiving and Acceptance**

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

#### **Sales Tax Exemption**

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

#### **Invoices**

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

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#### **Bid Reponses and Bid Results**

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

#### **Foreign Corporation – Certificate of Authority**

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

#### **Alabama Preferred Vendor**

A “Preferred Vendor” shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

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

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

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#### **Award:**

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

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

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

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

#### **Delivery charges:**

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

#### **In State Dealership:**

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

#### **Administrative fee:**

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

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

October, November, December – Due by January 20<sup>th</sup>

January, February, March – Due by April 20<sup>th</sup>

April, May, June – Due by July 20<sup>th</sup>

July, August, September – Due by October 20<sup>th</sup>

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



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

The definition of sale, for the purpose of this bid only, will be at the time of vehicle delivery and acceptance by the agency. Administrative fees will be due by the 20th of the month following the month of delivery. For example, administrative fees for vehicles delivered during the month of April will be due by the 20th of May.

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

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

#### **Vehicles, Non-Alternative Fuel:**

Production/close-out dates:

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

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

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

Delivery/pick-up:

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

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

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

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

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

Standard features and options:

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

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

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

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

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

**Colors:**

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

**Passenger vans disclaimer:**

Some vans that appear on this contract do not conform to federal school bus safety standards and they may not be sold for use as school buses or activity buses.

**Contract period:**

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

**Ordering process:**

Purchases for state agencies will be made by contract release orders showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the vendor.

**Proration:**

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

**Manufacturer, Stock/Model numbers:**

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

**Descriptive literature:**

Vendors may be required to provide complete descriptive, technical literature for evaluation. Reference to literature with a previous bid or to a website will not satisfy this requirement.

Literature, if requested, must be provided within 5 business days from the date of request. The literature must show the line item number on the bid and the make/model. Failure to provide the literature as outlined above will result in the rejection of your bid on that line item.

Physical inspection and operational evaluation may also be required without cost or obligation to the State of Alabama.

**Requested information:**

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

**Firm Pricing:**

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

**OPTIONS PRICING:**

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

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

#### QUOTES:

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

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

#### CREDIT APPLICATIONS/BUSINESS LICENSES, ETC:

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

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

#### PURPOSE:

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

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

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

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

#### Quantity:

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

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

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

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

#### ELECTRONIC PAYMENT

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

**MANDATORY PRE-BID CONFERENCE:**

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

DATE: February 13, 2020

TIME: 9:00 am

PLACE: State Purchasing

100 North Union Street, Suite 192

Montgomery, AL 36104



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Submitted by:**

Nick Amberger P.E.  
City Engineer

**Sponsored by:**

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

**Purpose and Scope of Project:**

To accept a contract amendment with AECOM Technical Services, Inc.

**Funding Source**

**Project #** C0425

**Project String** 20002000-48020

**Budget Amendment**

**REDUCE**

**INCREASE** \$45,458.00

**Grant Funds**

**Discretionary Funds**

**Contract Number:**2692

**Matching Funds**

**ATTACHMENTS:**

Description	Type	Upload Date
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**REVIEWERS:**

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	4/19/2022 - 5:31 PM
Capital	Rhodes, Brenda	Approved	4/20/2022 - 9:49 AM
Legal	Kern, Chris	Approved	4/20/2022 - 10:22 AM
Mayors Office	Montgomery, Brandi	Approved	4/21/2022 - 2:35 PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Submitted by:**

Cassie Boatwright, Real Estate Asset Management Dept

**Sponsored by:**

Councilmember Carroll and Mayor Stimpson

**Purpose and Scope of Project:**

To provide a preventative maintenance and inspection services for the SPBB at the Cruise Terminal for three years

**Amount of Contract:**

\$24,400.00 first year

**Funding Source**

**Project #** Mobile Alabama Cruise Terminal - SPBB  
Preventative Maintenance & Repairs SC-021-22

**Discretionary Funds**

**Project String** C0520 Mobile AL Cruise Terminal-  
Sys Upgra - capital acct (20002000-48010)

**Contract Number:**3792

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

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

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

**REVIEWERS:**

Department	Reviewer	Action	Date
Real Estate Asset Management	Boatwright, Cassie	Approved	4/20/2022 - 5:27 PM
Capital	Rhodes, Brenda	Approved	4/21/2022 - 10:53 AM
Legal	Kern, Chris	Approved	4/21/2022 - 11:00 AM
Mayors Office	Montgomery, Brandi	Approved	4/21/2022 - 2:36 PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Submitted by:**

Chief Jeremy Lami, Mobile Fire Rescue Department

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

Performance contract with Southeastern Fire Chiefs Association to support hosting logistics of their annual conference in the City of Mobile promoting the City and the MFRD.

General fund.

**Amount of Contract:**

NTE \$20,000.00

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description	Type	Upload Date
2022 Agenda Package SE Fire Chiefs	Cover Memo	4/20/2022

**REVIEWERS:**

Department Reviewer	Action	Date
Budget      Sapp, Celia	Approved	4/20/2022 - 5:35 PM
Legal      Kern, Chris	Approved	4/21/2022 - 10:56 AM
Legal      Kern, Chris	Approved	4/21/2022 - 10:56 AM

Mayors  
Office

Montgomery, Brandi

Approved

4/21/2022 - 2:36  
PM



# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

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FUNDING SOURCE:

Associated Costs:

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

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## **RESOLUTION**

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a performance contract, by and between the City of Mobile and Southeastern Association of Fire Chiefs, to support hosting of their annual conference in the City of Mobile that promote the City and the Mobile Fire Rescue Department, in an amount not to exceed \$20,000.00, as outlined in the contract attached hereto and made a part hereof as though set forth in full, and that such contract serves a public purpose. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

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City Clerk

STATE OF ALABAMA)

COUNTY OF MOBILE)

**PERFORMANCE CONTRACT**

KNOW ALL MEN BY THESE PRESENTS, that on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, the City of Mobile, a municipal corporation of the State of Alabama, hereinafter called the "City," and the Southeastern Association of Fire Chiefs, a domestic non-profit corporation, hereinafter called the "Contractor," hereby agree as follows:

WHEREAS, the City of Mobile Fire Department strives for excellence and the knowledge acquired at professional conferences is essential to maintaining best practices; and

WHEREAS, to facilitate the education and training of its Fire Department, the City desires to host the 2022 Leadership Conference of the Southeastern Association of Fire Chiefs and the Alabama Fire Chiefs Association (the "Conference"); and

WHEREAS, said Conference will in addition benefit the City economically by attracting visitors to its hotels and restaurants; and

WHEREAS, Contractor has the expertise to plan and conduct the Conference on behalf of the City by sponsoring events in a manner that will give positive exposure and publicity to the City and the Contractor; and

WHEREAS, the City desires to engage the Contractor to provide these services;

NOW, THEREFORE, the City, for and in consideration of the covenants and agreements hereinafter set out to be kept and performed by the Contractor, does hereby agree to pay the Contractor a sum not to exceed TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) payable upon the presentation of invoices for appropriate expenses incurred on behalf of the City as host community for the Conference.

In consideration of the covenants and agreements made herein by the City, the Contractor agrees that it shall be totally responsible for all monies received from the City, and that all monies received under this contract shall be used only for the purposes herein described:

To provide event space at Battleship Park, and logistics, supplies, and venue access support for Conference activities.

The Contractor shall provide to the Accounting Department an activity report and financial report upon the completion of this contract. Additionally, the Contractor agrees to permit at all reasonable times and places an audit of its books and records by duly authorized representatives of the City.

Notwithstanding any of the provisions of this contract, it is agreed that the City has no financial interest in the business of the Contractor, and shall not be liable for any debts or obligations incurred by the Contractor, nor shall the City be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the Contractor, or sums earned or derived by the Contractor, nor shall the Contractor at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

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

The Contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City.

The Contractor agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of the Contractor, the City may, at its option, terminate and cancel this contract.

The Contractor agrees and understands that the funding of this contract is solely provided from the General Fund of the City of Mobile. If, at any time during the City's fiscal year, actual revenues of the City decrease below that amount which has been projected by the City to sustain the operating budget of the City, this contract may be declared null and void and no liability shall accrue to any party hereto. Notwithstanding any of the other provisions contained in this contract, the City of Mobile shall maintain the right to terminate this contract upon proper notice, which shall be in writing and shall be provided to the Contractor at least thirty (30) days prior to the intended date of cancellation.

The Contractor agrees to the following terms and conditions:

- A. Contractor shall hold harmless and indemnify the City, its elected officials, employees and agents from and against any and all liability, claims, demands, losses, penalties, fines, costs, expenses and reasonable attorney's fees arising out of work performed by Contractor under this Agreement that is the result of any negligent act, error, or omission of Contractor, its agents and employees.
- B. Severability: If any one or more of the provisions contained in this Contract, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein and all remaining provisions shall continue in full force and effect.
- C. Governing Law and Choice of Forum: It is expressly agreed and stipulated by both Parties that this Contract shall be deemed to have been made and to be performed in the State of Alabama, County of Mobile, and all questions

concerning the validity, interpretation, or performance of any of its terms and provisions, or of any rights or obligations of the Parties hereto, shall be governed by and resolved in accordance with the laws of said State, and all claims or causes of actions related to the contract shall be brought in a court of competent jurisdiction in Mobile County, Alabama.

- D. Immigration: The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. Compliance shall be evidenced by the Contractor's documentation of enrollment in the E-Verify Program. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien 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.
- E. Anti-Boycotting: Act 2016-316. Contractor is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- F. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Section 14-10, Mobile City Code, 1991, 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.

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

CITY OF MOBILE, a Municipal Corporation

By: \_\_\_\_\_  
Its Mayor

ATTEST:

By: \_\_\_\_\_  
Its City Clerk

SOUTHEASTERN ASSOCIATION OF FIRE CHIEFS

By: *Larry Williams*  
Its Authorized Agent

STATE OF ALABAMA)  
COUNTY OF ~~MOBILE~~ Houston

I, *Richard G. Baker*, a notary public in and for said County in said State, hereby certify that *Larry H Williams Jr.*, whose name as Authorized Agent of the ~~Alabama~~ Southeastern Association of Fire Chiefs, a non-profit corporation, is signed to the foregoing contract and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, he/she, as such Authorized Agent and with full authority executed the same voluntarily for and as the act of said non-profit corporation.

Given under my hand this the 20<sup>th</sup> day of April 2022  
*[Signature]*  
Notary Public  
My Commission Expires: 11-01-2022

\\Citylawsrv\cycom\WPDocs\D023\P005\00106536.docx



*[Faint handwritten signature]*

*[Faint, mostly illegible handwritten text]*

*[Faint handwritten signature]*

*[Faint handwritten text]*





## ELECTRONIC PAYMENT AUTHORIZATION

I authorize the City of Mobile to pay amounts owed to my company by EFT (electronic funds transfer). In the event of any discrepancy, the City has the authority to reverse the payment and debit my account for the incorrect payment amount.

*All fields are required to be completed.*

Company Name Southeastern Association of Fire Chiefs

City Vendor No. \_\_\_\_\_ Tax Identification No. 57-0876792  
(if available)

Billing Address 104 Treetop Court

City State Zip Dothan, AL 36301

EFT Contact Person \_\_\_\_\_

EFT Contact Phone \_\_\_\_\_

EFT Contact Email \_\_\_\_\_  
(required for EFT payment notification emails)

Bank Name \_\_\_\_\_

Routing Number \_\_\_\_\_ Account Number \_\_\_\_\_

Account Type ☐ Checking or ☐ Savings

Authorized Official (print) Harry H. Williams, Jr.

Authorized Official (signature) [Signature] Date 04/19/2022

For City Use Only:

Vendor No. \_\_\_\_\_

Entered Date \_\_\_\_\_

**CITY OF MOBILE, AL  
VENDOR INFORMATION FORM**

**Company Information:**

1. City Vendor Number:

2. Name of Company: Southeastern Association of Fire Chiefs

3. Company D.B.A. Name, if any:

4. Mailing Address:

104 Treetop Court  
Dothan, AL 36301

5. Remittance Address:

104 Treetop Court  
Dothan, AL 36301

6. Telephone: 334-797-8233

7. Fax

8. Main Email: executivedirector@seafc.org

**Primary Contact:**

9. Contact Name and Title: Larry H. Williams, Jr. Division Secretary

10. Contact Phone: 334-797-8233

11. Contact Fax:

12. Contact Email: Lhwilliams@dothan.org

**Alternate Contact (if applicable):**

13. Alt. Contact Name and Title:

14. Alt. Contact Phone:

15. Alt. Contact Fax:

16. Alt. Contact Email:

**City of Mobile Business License Information:**

17. City of Mobile Business License No. (if required):

*Please attach additional sheets if necessary.*

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Southeastern Association of Fire Chiefs**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**104 Treetop Court**

6 City, state, and ZIP code

**Dothan, AL 36301**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

5 7 - 0 8 7 6 7 9 2

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of  
U.S. person ►

Date ► 7-1-19

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

Contract with Best Price Services LLC for Right of Way Mowing Services along Government St, Airport Blvd, and Dauphin St, for one year, renewable for two additional one-year periods.

General Fund

**Amount of Contract:**

\$473,000 per year

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description	Type	Upload Date
2022 Best Price Govt Airport Dauphin	Cover Memo	4/21/2022

**REVIEWERS:**

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	4/21/2022 - 10:49 AM
Legal	Gibson, Grant	Approved	4/21/2022 - 1:24 PM
			4/21/2022 - 1:24

Legal  
Mayors  
Office

Gibson, Grant  
Montgomery, Brandi

Approved  
Approved

PM  
4/21/2022 - 2:35  
PM

## RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Best Price Services LLC for Right of Way Mowing Services as outlined in the contract attached hereto and made a part hereof as though set forth in full.

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

Adopted:

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City Clerk

## AGENDA ITEM SUMMARY SHEET

Agenda of: \_\_\_\_\_ Date \_\_\_\_\_ Item No. \_\_\_\_\_

Submitted by: PURCHASING JOHN PAINE  
Department Department Head

Sponsored by: WILLIAM S. STIMPSON MAYOR  
Name Title

Reviewed by: \_\_\_\_\_  
Executive Director

Routing Authorized: \_\_\_\_\_  
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: RIGHT OF WAY MOWING GOVERNMENT, AIRPORT AND DAUPHIN STREETS

### PURPOSE & SCOPE OF PROJECT:

TO PROVIDE RIGHT OF WAY MOWING SERVICES FOR CURRENT MOWING SEASON. TO BE  
MOWED APPOX. 22 TIMES. GOVERNMENT STREET \$ 9,500. PER MOWING, AIRPORT BLVD  
\$ 8,500.00 PER MOWING, DAUPHIN STREET \$3,500.00 PER MOWING

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: APPX. \$473,000.00 FOR SEASON

### FUNDING SOURCE:

Budget Item: 1004-2086-42070 Discretionary Funds: N/A

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: N/A Matching funds: N/A

### Associated Costs:

Current year (itemize)  
Type: N/A Amount: N/A

Future years  
Year: N/A Amount: N/A

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

Effective date of contract: UPON COUNCIL APPROVAL

Renewal date of contract (if applicable): JANUARY 2023

If not bid, state reason: \_\_\_\_\_

How many bidders received bid packages (if applicable): \_\_\_\_\_

How many bidders submitted bids (if applicable): 4

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

\_\_\_\_\_  
\_\_\_\_\_



Service Contracts over \$15,000, subject to Ala. §41-16-50  
*et seq.* (1975)

## City of Mobile

Project:

### AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, BEST PRICE SERVICES LLC (hereinafter "Provider"), a for profit company organized under the laws of the State of Alabama and qualified to do business in Alabama.

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

**ARTICLE 1. Scope of the Work.** The service, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein.

Government Blvd/Hwy 90	\$9,500.00 per mowing
Airport Blvd	\$8,500.00 per mowing
Dauphin St	\$3,500.00 per mowing

**ARTICLE 2. Insurance:** For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance 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 Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:



- a. General Liability insurance – public liability including premises, products and complete operations.
  - (1) Bodily injury liability:  
\$250,000 each person  
\$500,000 each occurrence
  - (2) Property damage liability - \$100,000 each occurrence.  
Or, (in lieu of (1) and (2) above
  - (3) Bodily injury and property damage combined – \$500,000 per occurrence
  
- b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.
  - (1) Bodily injury liability:  
\$250,000 each person  
\$500,000 each occurrence
  - (2) Property damage liability - \$100,000 each occurrence.
  - (3) Or, (in lieu of (1) and (2) above)  
Bodily injury and property damage combined – \$500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the 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.

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, \$1,000,000.00 per event.

**ARTICLE 3. Breach of Contract:** In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Provider 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.

**ARTICLE 4. Indemnification:** Provider 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 Provider, 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 Agreement or any activities conducted pursuant thereto, Provider 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 Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

**ARTICLE 5. Entire Agreement:** This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

**ARTICLE 6. Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

**ARTICLE 7. Licenses, permits, etc.:** Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. See Exhibit C which is attached hereto and incorporated by reference herein.

**ARTICLE 8. No Agency Relationship Created:** Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

**ARTICLE 9. Nondiscrimination:** Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

**ARTICLE 10. Method of Payment:** Provider shall provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or P. O. Box 389, Mobile, AL. 36601

**ARTICLE 11. Termination of Contract:** The City or Provider may terminate the Agreement upon thirty (30) days' written notice. Notice from the City shall be mailed to the address provided by the Provider on this form. Notice to the City shall be addressed to ATTN: Purchasing Agent, City of Mobile Purchasing Department, South Tower – Room 408S, 205 Government Street, Mobile, AL 36602, or P. O. Box 1948, Mobile, AL 36633. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

**ARTICLE 13. Notices:** Notice for the City shall be mailed to:

Purchasing Agent  
City of Mobile  
4<sup>th</sup> Floor, South Tower  
205 Government Street  
Mobile, AL 36602

OR

P. O. Box 1948  
Mobile, AL 36633

Notices to Provider shall be mailed to:

*Best Price Services LLC c/o Anthony Richardson*  
*7057 Forest Glenn Court*  
*Irrington, AL 36544*

**ARTICLE 14. Compliance with Alabama Immigration Law**

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

Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as Exhibit D and incorporated by reference herein.

**ARTICLE 15. Boycott**

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

**ARTICLE 16. Signatures:**

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

PROVIDER,

Anthony Richardson, Its owner (title)

On behalf of Best Price Services, LLC

12/8/22 Date

State of Alabama

Mobile County

I, Autumn Dexter, a Notary public in and for said County and State, hereby certify that Anthony Richardson whose name is known to me, acknowledged before me on this the 20 day of April, 2022, that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Autumn Dexter  
Notary Public

My Commission expires on: 12/8/24

CITY,

Its Mayor

\_\_\_\_\_  
Date

ATTEST:

City Clerk

\_\_\_\_\_  
Date



# EXHIBIT A





# BID CONTINUATION SHEET

Page \_\_\_\_\_ of \_\_\_\_\_

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p>Page 2 of 5</p> <p>There is no guarantee on the number of cycles to be completed. Because our rights-of-way are predominantly Bahia grass, 7-day cycles are the proper intervals for most of the contract period. Only at the beginning and end of the contract period will a 14-day cycle be used.</p> <p>Since weather has a significant impact on grass growth, optimum cycle times will be determined by the City of Mobile.</p> <p>The City's desire is to have all areas mowed (1 mowing cycle) once every seven (7) days unless the City notifies the contractor otherwise. Cycle times may be adjusted if weather results in slower growth of the grass.</p> <p>In the event that weather, rain, etc., disrupts the schedule, weather records should be noted on the contractor's submitted schedule of completed mowing cycles to explain any variances in mowing cycle times; payment shall not be made for a missed operation.</p> <p>Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days, the contractor may be penalized 2% of the total cost of that cycle per day that the cycle time is exceeded.</p> <p>If a contractor is unable to fulfill obligations of the contract on any of their awarded streets, all of the streets awarded to them will be terminated, unless a mutually agreed upon reduction in the number of streets awarded to them is negotiated. The City is the sole determiner of whether the vendor is operating at the capacity required.</p> <p>Pricing is non-negotiable.</p> <p>This bid will be awarded on a street by street basis or group basis as defined on sheet called, "Main Thoroughfare Mowing Contract Streets".</p> <p>At the option of the City of Mobile and the successful Vendor(s), the award of this bid may be extended for two (2) additional mowing seasons. If extended, the terms, conditions and pricing shall not change. The City reserves the right to extend some, all, or none of the mowing awards for a second or third year.</p> <p>The City is interested in starting the mowing as soon as possible, therefore Vendors must be properly qualified to do business with the City of Mobile. Vendors shall provide with this bid the following:</p> <ul style="list-style-type: none"> <li>-Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register.</li> </ul>					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION  
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Best Price Services, LLC  
By [Signature]

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
	<p align="center">Page 3 of 5</p> <p>-Their City of Mobile Business License Number.</p> <p>-Their registration with the E-Verify Program, Federal and State.</p> <p>-Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.</p> <p>The following is required and must be filled in:</p> <p>Registration Number with Secretary of State Office <u>316-222</u></p> <p>City of Mobile Business License Number <u>80325</u></p> <p>E-Verify Enrollment Number <u>47-3927306</u></p> <p>Insurance Carrier can provide Certificate of Insurance for City Requirements within two (2) days of notification: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p> <p>Contractors who bid on more than three streets must show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand as well as what resources will be added prior to the work beginning.</p> <p>City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.</p> <p>The City will determine, in its sole discretion, whether a low bidder has the capacity to successfully perform the work for which that bidder is the lowest bidder. The City may elect to limit the number or the scope of bid awards to any one bidder to most efficiently allow for the successful completion of mowing operations.</p> <p>Vendors will be required to sign a service contract once a Vendor has been determined to be low and meet specifications provided they have the above required items. A blank copy of a typical City of Mobile sample Service Contract is included in this bid package.</p> <p>Vendors will be required to perform as per the attached specifications for cutting, edging, trash/litter removal, and blowing on each cycle.</p> <p>If a contractor fails to meet performance requirements after award of bid, the City could/may have the vendor's entire award and contract cancelled.</p>					
			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 Best Price Services, LLC  
By [Signature]

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

## Page \_\_\_\_\_ of \_\_\_\_\_

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# BID CONTINUATION SHEET

Page \_\_\_\_\_ of \_\_\_\_\_

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p align="center">Page 5 of 5</p> <p>Pricing for this bid to be good for the current mowing season to <b><u>December 31, 2022.</u></b></p> <p><b>For questions about this bid submit your questions by E-mail to <u>purchasing@cityofmobile.org.</u></b></p> <p>Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, can not bid, hold City contract, or provide goods and services to the City of Mobile.</p> <p>Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: <a href="http://cityofmobile.org/bid">cityofmobile.org/bid</a>. Look under <b><u>Bid #5662.</u></b></p> <p>It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications</p> <p>This is a sealed bid; your response must be in a sealed envelope that has the <b><u>Bid #5662</u></b> on the outside and/or with the date and time of the bid opening <b><u>11:00 AM, Friday, April 8, 2022.</u></b></p> <p>Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.</p> <p><b>The City reserves the right to award some, all, or none of the bids received on this bid.</b></p> <p>This bid is being awarded for one (1) mowing season (April to October). At the option of the City of Mobile and the successful Vendor(s), the City may extend the award of this bid for two (2) additional mowing seasons. If extended, the terms, conditions, streets and pricing shall not change, and shall be as the Contract ended the previous season. The City reserves the right to extend some, all, or none of the mowing awards for a second or third mowing season.</p> <p><b>TO BE AWARDED ON A STREET BY STREET BASIS.</b></p>					
			TOTAL			

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

**READ ABOVE INSTRUCTIONS BEFORE QUOTING**

Firm Name Best Price Services, LLC  
 By [Signature]

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

# MAIN THOROUGHFARE MOWING CONTRACT STREETS 10/31/22:

STREET	FROM	TO
Government Street/Highway 90	(Just east of Eslava Creek)	Bellingrath Road
Price for one (1) mowing, trimming, and edging \$	9,500.00	
Airport Blvd.	Florida Street	West of Dawes Road
Price for one (1) mowing, trimming, and edging \$	8,500.00	
University Blvd/Demetropolis Rd	Moffett Road	Highway 90
Price for one (1) mowing, trimming, and edging \$	6,500.00	
Dauphin Street	Mobile Street	McGregor Avenue
Price for one (1) mowing, trimming, and edging \$	3,500.00	
Springhill Ave	Lyons Park Avenue	West I-65 Service Road
Price for one (1) mowing, trimming, and edging \$	3,500.00	
Dauphin Island Pkwy	Halls Mill Road	Faye Street
Price for one (1) mowing, trimming, and edging \$	3,500.00	
Michigan Avenue	S Broad Street	California Street
Price for one (1) mowing, trimming, and edging \$	3,500.00	
Grelot Road	Knollwood Dr	Cody Road
Price for one (1) mowing, trimming, and edging \$	3,500.00	
Old Shell Road	Cody Road	Wacker Lane
Price for one (1) mowing, trimming, and edging \$	2,500.00	
Knollwood Drive	Cottage Hill Park	Highway 90
Price for one (1) mowing, trimming, and edging \$	4,500.00	
Hillcrest Road North	Airport Blvd	Girby Road
Price for one (1) mowing, trimming, and edging \$	3,500.00	
Hillcrest Road South	Girby Road	Three Notch Road
Price for one (1) mowing, trimming, and edging \$	1,500.00	
Cottage Hill Road	Pleasant Valley Road	Cody Road
Price for one (1) mowing, trimming, and edging \$	4,500.00	
Azalea Road	Michael Blvd	Moncliff Drive
Price for one (1) mowing, trimming, and edging \$	5,500.00	

## HENRY AARON LOOP / DOWNTOWN MOWING

Consists of the following streets:

STREET	FROM	TO
Water Street	I-165 Service Road	Canal Street
S. Jackson Street	S. Water Street	S. Conception Street
S. Conception Street	S. Jackson Street	Church Street
S. Joachim Street	S. Jackson Street	Church Street
S. Claiborne Street	Augusta Street	Monroe Street
Canal Street	S. Water Street	Broad Street
N. Lawrence Street	Congress Street	Morgan Street
Beauregard Street	MLK Jr. Avenue	Water Street
N Broad Street	Congress Street	Virginia Street
N Broad Street	Beauregard Street	MLK Jr. Avenue
N Broad Street	Congress Street	Canal Street
N Broad Street	MLK Jr. Avenue	Congress Street (east side only)

Price for one (1) mowing, trimming, and edging \$ 5,500.00

Online Link to Maps of the Above Areas

<https://maps.cityofmobile.org/bids/5662/index.html>

**City of Mobile**  
**Main Thoroughfare Mowing Specifications**

**Mowing (NO BUSH HOGS ALLOWED)**

- Uniformly mow (without scalping or streaking) at the proper height for the type of grass:
  - Bahia – 2.5" (no less than 2.25", no more than 2.75") as measured from the soil line
  - St. Augustine – 3.5-4" (no less than 3.25", no more than 4.25") as measured from the soil line
  - Specified areas – 4" for Springhill Ave, Hwy 90 at Azalea Golf Course, Old Shell Rd – west of I-65 from Bishop Lane to Myrtlewood Lane, Hillside across from Heron Lakes Golf Course on Hwy 90, Gaillard – adjacent to Azalea City Golf Course, Arcturus Lane, Knollwood Dr, Lowes Dr along the ditch at Rangeline, Old Shell Rd: (Batre to Myrtle Wood), University Blvd: Zeigler Blvd (NW corner), Hills from Train Trussel to Walmart on both sides, Gaillard Rd (Hill NW corner), Gaillard (behind Crepe Myrtles), Morrison Dr (along ditch west side of street), Grelot Rd (Hill NW corner), Hwy 90: Butler Dr (Hill North side of road), Sky Ranch (Hill North side of road), Knollwood (Hill North side of road), Nevius Rd (along ditch), Lowes Dr (Hill from Lowes Dr to 5263), Hillcrest Rd (from 3201 to 3449 (east side of road))
- Mowing equipment shall consist of finishing mowers; bush hog types of mowers are unacceptable
- Blades must be sharp and provide a clean cut
- All guards must be in place
- Clippings need not be removed, but shall be mulched and/or spread uniformly to avoid clumping; large clumps shall be removed
- Litter, including signs, to be removed prior to mowing
- Mowers shall avoid striking trees; damaged trees shall be replaced
- Contractor shall complete each area (including string trimming, edging, blowing) before moving to the next
- To avoid rutting, contractor shall avoid driving heavy mowing equipment on ground that is saturated after heavy rain; ruts shall be repaired



- Discharge chutes must be in a downward position to eliminate any hazard during operation of mowing
- NO TREE ALTERATIONS BY ROW MOWING CONTRACTORS IS ALLOWED

### **String Trimming**

- Vegetation shall be controlled on and around trees, signs, posts, fences, utility poles, light poles, bleachers, foundations, and all stationary objects using a string trimmer
- **Vegetation growing in expansion joints, cracks, etc. shall be removed**
- String trimming shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area
- Trimming shall be at the same cutting height listed for the surrounding grass
- Damage to trees is a particular concern with string trimmers; contractor shall ensure that string trimmers do not come into contact with trees; damaged trees shall be replaced
- String trimmers (weed eater) shall not be used to mow large areas, they shall only be used for trim work and where a mower cannot reach

### **Edging**

- All concrete walks, curbs, foundations, etc. shall be edged
- Edging shall not be done more than ¼" from the edge of the concrete
- Edging shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area

### **Blowing**

- All hard surfaces (asphalt, concrete, gutters) must be blown and be debris free after edging, string trimming, and/or mowing; this includes old debris
- Debris includes: sand, grass, dirt, clippings, litter, silt, asphalt, gravel, etc.
- Clippings and/or leaves may be blown into the surrounding vegetation as long as they are dispersed evenly
- All guards must be in place and safety glasses worn

### **Litter**

- Any manmade object as large as a cigarette butt shall be considered litter

## Herbicides

- A Pre-approved, non-selective herbicide (by the City of Mobile inspector) may be used only for the purpose of spraying vegetation growing in cracks, gutters, joints, expansion joints in concrete and/or asphalt
- Contractor must wear all required PPE and follow label instructions
- A copy of the MSDS sheet and label must be present whenever the herbicide is being used
- A Daily Pesticide Application Sheet must be kept and submitted for each cycle and upon request

## Miscellaneous

- Contractor shall have a designated contact and an alternate who is available during work hours; City shall do the same
- Contractor shall notify the designated City contact(s) using e-mail or text message when starting and completing a street. Phone calls or voice mail is insufficient. An inspection will not be performed until the City is properly notified, potentially allowing vegetation to grow or litter to accumulate, which would require the contractor to revisit the site before payment is released.
- When notifying City contact of the completion of a cycle, contractor shall report the number and size of bags of litter collected per cycle by street
- When notifying City contact of the completion of a cycle, contractor shall submit the Daily Pesticide Application Sheet listing any herbicides used for that cycle
- In the event that rain disrupts the schedule, weather records should be noted on the submitted schedule to explain any variances in mowing cycle times; payment shall not be made for a missed operation
- Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days the contractor may be penalized 2% of the total cost of that cycle per day that they cycle time is exceeded
- All specifications must be met before payment is release for a maintenance cycle
- Any initial cleanup is included in the bid price.
- **This contract period is during Date of award through December 31 and is for an approximate maximum number of cycles up to 32 (cycles can be increased or decreased at the City of Mobile's discretion at any time). In addition, this contract is contingent upon performance and/or services for up to three years per City of Mobile discretion. Additional years extension would run from that years date of approval to December 31 of that year**



- Shrubbery beds are not included in the contract, except with regard to litter removal
- In the event that concrete medians are included in the contract area, litter and debris shall be removed and vegetation removed and/or treated with a non-selective herbicides at the same that mowing operations are done for that street
- City may inspect job site at any time
- Contractor shall set up a Mowers Ahead sign at the beginning and end of the work zone
- Contractor shall schedule work to avoid blocking lanes or disrupting traffic between 7 am – 9 am and between 3:30 pm and 5:30 pm
- Contract employees shall be courteous to the public at all times
- Equipment operators shall yield to pedestrians and avoid disrupting vehicular activity
- Contract employees shall be neat and well groomed and shall wear identifiable uniforms
- Work may be performed during daylight hours (dawn to dusk)
- Clippings, vegetation, or any other debris shall not be blown or deposited in storm drains or any other drainage structure; such debris shall be removed from all hard surfaces, including asphalt, concrete, roadways, drainage structures, culverts, etc.; this includes old debris
- Contractor is responsible for clearing inlet throats
- Tree pruning shall remain the responsibility of the City
- Except as noted, the use of pesticides, including herbicides, insecticides, and fungicides shall not be permitted without prior approval
- Limbs and other debris shall be removed from the site and disposed in accordance with the mowing schedule for each designated area
- Contractor shall immediately report any problems such as broken or missing storm drain covers, etc.

## **Safety**

- Contractor shall comply with all applicable OSHA rules and regulations.
- Contractor shall comply with all City of Mobile safety rules and regulations.
- Contractor shall provide effective safety training to employees.

- Contractor shall designate a “competent person” at each work site who has the responsibility and authority to stop work until all safety conditions are met.
- Contractor shall adhere to the requirement contained in the Manual on Uniform Traffic Control Devices. Some examples of which include:
  - Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class – II or Class III as required by the MUTCD for the type of traffic hazard.
  - Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, ATV’s or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.
  - Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.
- Contractors mowing equipment shall be fitted with a flashing strobe light that is visible in all directions to traffic; Contractors equipment shall also include retro-reflective material visible from all directions and shall have a “slow moving vehicle” placard mounted on equipment that may be operated on or adjacent to the roadway in accordance to applicable law.
- All equipment guards must be in place
- Contractor to take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians and property; the contractor shall be liable for any and all damage to passing vehicles, property or injuries resulting from their work.
- Safety glasses shall be worn when operating power equipment and whenever there is an exposure to an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.); hearing protection is recommended when operating power equipment
- The City of Mobile Public Services Department has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken
- Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall notify City in the event of a spill

- Contractor shall have a Pesticide License or be authorized to apply pesticides under a licensed applicator
- Failure to comply with safety issues may result in contract termination.
- Contractor shall notify the City of Mobile of any incidents reported to them
- Contractors are not allowed to wear any type of device such as headphones for music, and or blue tooth devices that would prevent them from hearing traffic or compromise their safety. The City of Mobile is not responsible for any employee injury related to not complying with this policy

**BEST PRICE SERVICES, LLC**  
**7057 FOREST GLENN COURT**  
**IRVINGTON, AL 36544**

To whom it may concern:

Here is the description of the equipment for Best Price Services, LLC:

1. (6) Commerical Kabota 60-inch ZD 1211 lawn mowers
2. (2) Commerical 60-inch Gravely lawn mowers
3. (17) Stihl 235 weed eaters
4. (6) Stick edgers
5. (6) 550 Backpack blowers
6. (4) Backpack sprayers
7. (3) F-150 trucks
8. (2) F-450 trucks
9. (1) F-350 truck
10. (2) Enclosed trailers to transport equipment

We employ 16 full-time employees that consist of (2)- eight male/female crew.

For example: I will have a crew on (one) road and (one) crew on another road. Once they complete one road, they will move onto a different road as a crew. We will have (two) people in a truck and they will be responsible for spraying and making corrections on each road. Every employee has a role and certain job duties that they are responsible for getting done and they are aware of the standards of this company as well as for The City of Mobile.

Thank you for your time!!

Best Regards,



Anthony Richardson

# **EXHIBIT B**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2022

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 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).

<b>PRODUCER</b> oNational Insurance Agency 4325 Midmost Dr., Ste C Mobile AL 36609		<b>CONTACT</b> NAME: Katie Grissell PHONE (A/C, No, Ext): 251-344-5393 E-MAIL ADDRESS: Info@oNationalInsurance.com FAX (A/C, No): 251-343-5490	
<b>INSURED</b> BEST PRICE SERVICES, LLC 7057 FOREST GLENN COURT IRVINGTON AL 36544		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: WESTERN WORLD INSURANCE NAIC # 13196 INSURER B: WESCO INSURANCE COMPANY 25011 INSURER C: CNA SURETY INSURER D: SCOTTSDALE INSURANCE COMPANY 41297 INSURER E: PRIME INSURANCE COMPANY 12588 INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		NPP8818413	6/18/2021	6/18/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WWC3525621	5/24/2021	5/24/2022	PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED IN REGARDS TO THE GENERAL LIABILITY

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF MOBILE P.O. BOX 1827 MOBILE AL 36633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>SAM STEWART</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/20/2019

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 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).

<b>PRODUCER</b> ALL RISK AGENCY 800 DOWNTOWNER BLVD MOBILE, AL 36609	<b>CONTACT</b> NAME: PAULA NYE PHONE (A/C, No, Ext): 251-344-1127 E-MAIL ADDRESS: paulanye08@gmail.com FAX (A/C, No): 251-344-0038 INSURER(S) AFFORDING COVERAGE INSURER A: NATIONAL GENERAL INSURER B: INSURER C: INSURER D: INSURER E: AM TRUST NORTH AMERICA INSURER F:
<b>INSURED</b> ANTHONY RICHARDSON 7057 FOREST GLENN CT. IRVINGTON, AL 36544	NAIC #

**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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		2006928824	09/11/2019	09/11/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE AGGREGATE
E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	28389891	05/24/2019	05/24/2020	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISLASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

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

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF MOBILE  
770 GAYLE ST.  
MOBILE, AL 36604  
ATTN: JOHN PAYNE

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

GERRI EDGAR



# EXHIBIT C



# CITY OF MOBILE BUSINESS LICENSE

Mobile, Alabama

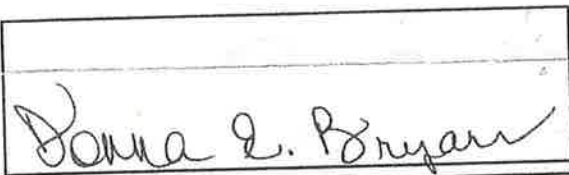
**POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE**

**Issued to:**

BEST PRICE SERVICES LLC T6  
7057 FOREST GLENN CT  
IRVINGTON, AL 36544-3671

YEAR	LICENSE NO.
2022	80325
ISSUED	EXPIRES
2/4/2022	12/31/2022

561730 LAWN AND GARDEN SERVICE(S)  
236120 BUILDERS AND/OR CONTRACTORS



Donna G. Bryars, Revenue Director  
City of Mobile Revenue Department

[www.cityofmobile.org/revenue](http://www.cityofmobile.org/revenue)



BEST PRICE SERVICES LLC  
7057 FOREST GLENN CT  
IRVINGTON, AL 36544-3671

1358 T6 P1

Jim Bennett  
Secretary of State

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

# STATE OF ALABAMA

**I, Jim Bennett, Secretary of State of Alabama, having custody of the  
Great and Principal Seal of said State, do hereby certify that**

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

**BEST PRICE LAWN SERVICES LLC**

This name reservation is for the exclusive use of ANTHONY RICHARDSON,  
7057 FOREST GLEN COURT, IRVINGTON, AL 36544 for a period of one year  
beginning August 08, 2014 and expiring August 08, 2015



RES664922

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

August 08, 2014

Date

Alabama  
Sec. Of State

New Entity

316-222 DLL  
Date 8/20/2014  
Time 17:00  
140822 4 Pg

Jim Bennett

Secretary of State

File \$100.00  
Ackn \$.00  
Exp \$.00

Total \$100.00  
01/014

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY  
AMENDMENT TO FORMATION/ORGANIZATION

PURPOSE: In order to amend a Limited Liability Company's (LLC) Certificate of Formation/Articles of Organization under Section 10A-1-3.13 and 10A-5-2.03 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the LLC was initially formed/incorporated.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fee to the Office of the Judge of Probate in the county where the LLC's Certificate of Formation was recorded. Contact the Judge of Probate's Office to determine the county filing fees. Make a separate check or money order payable to the **Secretary of State for the state filing fee of \$50.00 for standard processing or \$150.00 if expedited processing within 3 business days of receipt by the Office of the Secretary of State is requested (10A-1-4.31)** and the Judge of Probate's Office will transmit the fee along with a certified copy of the Amendment to the Office of the Secretary of State within 10 days after the filing is recorded. Once the Secretary of State's Office has indexed the filing, the information will appear at [www.sos.alabama.gov](http://www.sos.alabama.gov) under the Government Records tab and the Business Entity Records link – you may search by entity name or number. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your Amendment will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

**This form must be typed or laser printed.**

1. The name of the Limited Liability Company from the Certificate of Formation/Articles of Organization:

BEST PRICE LAWN SERVICES LLC

2. The date the Certificate of Formation was filed in the county: 08 / 11 / 2014 (format MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000): 316 - 222 **INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM:** If you do not have this number immediately available, you may obtain it on our website at [www.sos.alabama.gov](http://www.sos.alabama.gov) under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

This form was prepared by: (type name and full address)

LASHONDA LINDSEY  
7057 FOREST GLEN CT  
IRVINGTON, AL 36544

DLCC Amendment - 10/2011

page 1 of 2



2016003321 1/3  
Bk: LR7340 Pg: 730  
Document Type: LACN

Mobile County, Alabama  
I hereto certify this instrument  
filed on: 01/22/2016 09:36:59 AM  
Don Davis, Probate Judge  
Deed Tax: \$ 00  
Mortgage Tax: \$ 00  
Mineral Tax: \$ 00  
No Tax: \$ 00  
Judge Fee: \$2 00  
S R Fee: \$ 00  
Surcharge Fee: \$26 00  
Recording Fee: \$28 00  
TOTAL: \$28 00  
2016003321  
Bk: LR7340  
Pg: 730

(For County Probate Office Use Only)

(For SOS Use Only)

Alabama  
Sec. Of State  
Entity Change  
316-222 DLL  
Date 2/08/2016  
Time 17:00  
160:09 3 Pg  
File \$50.00  
Ackn \$.00  
Exp \$.00  
Total \$50.00  
05/060

# EXHIBIT D



Company ID Number: 804918

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name	Best Price Services LLC
Company Facility Address	7057 Forest Glenn Ct Irvington, AL 36544
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	473927306
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

Contract with Butler Complete Services, LLC, for Right of Way Mowing Services along Old Shell Road, Hillcrest Road, and Cottage Hill Road, for one year, renewable for two additional one year periods.

General fund.

**Amount of Contract:**

\$183,150.00 per year

**Funding Source**

**Project #**

**Project String** 10042086 42070

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

**Grant Funds**

**Discretionary Funds**

**Contract Number:**

**Matching Funds**

**ATTACHMENTS:**

Description	Type	Upload Date
2022 Butler Old Shell Hillcrest Cottage Hill	Cover Memo	4/21/2022

**REVIEWERS:**

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	4/21/2022 - 10:48 AM
Legal	Gibson, Grant	Approved	4/21/2022 - 1:08 PM
			4/21/2022 - 1:08

Legal  
Mayors  
Office

Gibson, Grant  
Montgomery, Brandi

Approved  
Approved

PM  
4/21/2022 - 2:35  
PM

## **RESOLUTION**

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Butler Complete Services LLC for Right of Way Mowing Services as outlined in the contract attached hereto and made a part hereof as though set forth in full.

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

Adopted:

---

City Clerk



## AGENDA ITEM SUMMARY SHEET

Agenda of: \_\_\_\_\_ Date \_\_\_\_\_ Item No. \_\_\_\_\_

Submitted by: PURCHASING JOHN PAINE  
Department Department Head

Sponsored by: WILLIAM S. STIMPSON MAYOR  
Name Title

Reviewed by: \_\_\_\_\_  
Executive Director

Routing Authorized: \_\_\_\_\_  
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: RIGHT OF WAY MOWING OLD SHELL, HILLCREST, COTTAGE HILL ROADS

### PURPOSE & SCOPE OF PROJECT:

TO PROVIDE RIGHT OF WAY MOWING SERVICES FOR CURRENT MOWING SEASON. TO BE  
MOWED APPOX. 22 TIMES. OLD SHELL RD. @ \$1,800.00 /CUT, HILLCREST NORTH @\$2,425.00 /  
CUT, HILLCREST SOUTH @ \$ 900.00 / CUT AND COTTAGE HILL ROAD @ \$3,200.00 PER CUT.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: APPX. \$ 183,150.00 FOR SEASON

### FUNDING SOURCE:

Budget Item: 1004-2086-42070 Discretionary Funds: N/A

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: N/A Matching funds: N/A

### Associated Costs:

Current year (itemize)  
Type: N/A Amount: N/A

Future years  
Year: N/A Amount: N/A

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

Effective date of contract: UPON COUNCIL APPROVAL

Renewal date of contract (if applicable): JANUARY 2023

If not bid, state reason: \_\_\_\_\_

How many bidders received bid packages (if applicable): 49

How many bidders submitted bids (if applicable): 4

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

\_\_\_\_\_  
\_\_\_\_\_

Service Contracts over \$15,000, subject to Ala. §41-16-50  
*et seq.* (1975)

## City of Mobile

Project:

### AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, BUTLER COMPLETE SERVICES LLC (hereinafter "Provider"), a for profit company organized under the laws of the State of Alabama and qualified to do business in Alabama.

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

**ARTICLE 1. Scope of the Work.** The service, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein.

Old Shell Rd	\$1,800.00 per mowing
Hillcrest Rd N	\$2,425.00 per mowing
Hillcrest Rd S	\$ 900.00 per mowing
Cottage Hill Rd	\$3,200.00 per mowing

**ARTICLE 2. Insurance:** For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance 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 Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

- a. General Liability insurance – public liability including premises, products and complete operations.
  - (1) Bodily injury liability:  
\$250,000 each person  
\$500,000 each occurrence
  - (2) Property damage liability - \$100,000 each occurrence.  
Or, (in lieu of (1) and (2) above
  - (3) Bodily injury and property damage combined –  
\$500,000 per occurrence
- b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.
  - (1) Bodily injury liability:  
\$250,000 each person  
\$500,000 each occurrence
  - (2) Property damage liability - \$100,000 each occurrence.
  - (3) Or, (in lieu of (1) and (2) above)  
Bodily injury and property damage combined –  
\$500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the 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.

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, \$1,000,000.00 per event.

**ARTICLE 3. Breach of Contract:** In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Provider 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.

**ARTICLE 4. Indemnification:** Provider 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 Provider, 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 Agreement or any activities conducted pursuant thereto, Provider 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 Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

**ARTICLE 5. Entire Agreement:** This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

**ARTICLE 6. Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

**ARTICLE 7. Licenses, permits, etc.:** Provider shall obtain, at its own

expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. See Exhibit C which is attached hereto and incorporated by reference herein.

**ARTICLE 8. No Agency Relationship Created:** Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

**ARTICLE 9. Nondiscrimination:** Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

**ARTICLE 10. Method of Payment:** Provider shall provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or P. O. Box 389, Mobile, AL. 36601

**ARTICLE 11. Termination of Contract:** The City or Provider may terminate the Agreement upon thirty (30) days' written notice. Notice from the City shall be mailed to the address provided by the Provider on this form. Notice to the City shall be addressed to ATTN: Purchasing Agent, City of Mobile Purchasing Department, South Tower – Room 408S, 205 Government Street, Mobile, AL 36602, or P. O. Box 1948, Mobile, AL 36633. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

**ARTICLE 12. Assertion of Rights:** Failure by the City to assert a right or

remedy shall not be construed as a waiver of that right or remedy.

**ARTICLE 13. Notices:** Notice for the City shall be mailed to:

Purchasing Agent  
City of Mobile  
4<sup>th</sup> Floor, South Tower  
205 Government Street  
Mobile, AL 36602  
OR  
P. O. Box 1948  
Mobile, AL 36633

Notices to Provider shall be mailed to:

2808 Eastlight Ln east  
Mobile, AL 36695

**ARTICLE 14. Compliance with Alabama Immigration Law**

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

Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as Exhibit D and incorporated by reference herein.

**ARTICLE 15. Boycott**

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



**ARTICLE 16. Signatures:**

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

PROVIDER,

James D. Butler, Its Owner (title)

On behalf of Butler Complete Services

4-19-22 Date

State of Alabama

Mobile County

I, Quiera Nicholson, a Notary public in and for said County and State, hereby certify that James D. Butler, whose name is known to me, acknowledged before me on this the 19th day of April, 2022, that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Quiera Nicholson  
Notary Public

My Commission expires on: 11/02/2024

CITY,

\_\_\_\_\_  
Its Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date



# EXHIBIT A



SEALED BID

## CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

This is Not an Order  
.....

## Mailing Address:

P. O. Box 1948  
Mobile, Alabama 36633  
(251) 208-7434Purchasing Department  
and Package Delivery:Government Plaza  
4<sup>th</sup> Floor, Room S-408  
205 Government St  
Mobile, Alabama 36644READ TERMS AND CONDITIONS  
ON REVERSE SIDE OF THIS PAGE  
BEFORE BIDDING

Typed by: sd Buyer: 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:
03/21/2022	5662	PARKS	As Directed

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

11:00 AM, Friday, April 8, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p><b>RIGHT-OF-WAY MOWING SERVICES</b></p> <p>The City of Mobile is seeking bids on mowing of City of Mobile Right-of- Ways as per the following and attached specifications.</p> <p>Vendors shall provide the full cost of the complete cycle of a single mowing to include trimming, edging, removal of trash/litter, and blowing of specific streets named below.</p> <p>The City defines a mowing cycle (cycle) as having a street mowed, trimmed, edged, trash/litter removed, and blown once as a complete cycle, unless the City notifies the contractor otherwise. The City has the right to tell Vendors when to change the mowing cycles based upon weather conditions.</p> <p>The City's desire is to have all areas mowed approximately 32 times between the award date and December 31, 2022. The mowing cycles will have all areas mowed on a 14-day cycle in April and during the month of October, changing to a 7-day cycle at the instruction of the City until October 31, 2022. Additional mowing may be required up to December 31, 2022.</p> <p>A mandatory pre-bid meeting will be held approximately 1 week before bid opening.</p> <p><b>Mandatory Pre-Bid meeting is scheduled for 8:30am on Friday, April 1, 2022 at 1900 Hurtel St, Mobile, AL 36605.</b></p> <p>The City will determine, in its sole discretion, whether a low bidder has the capacity to successfully perform the work for which that bidder is the lowest bidder. The City may elect to limit the number or the scope of bid awards to any one bidder to most efficiently allow for the successful completion of mowing operations.</p>					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID  
IN ENCLOSED ENVELOPEState delivery time within 7 days of receipt of P.O.Firm Name Butler Complete Services, LLCTyped Signature JAMES BUTLERBy [Signature]

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
	<p>Page 2 of 5</p> <p>There is no guarantee on the number of cycles to be completed. Because our rights-of-way are predominantly Bahia grass, 7-day cycles are the proper intervals for most of the contract period. Only at the beginning and end of the contract period will a 14-day cycle be used.</p> <p>Since weather has a significant impact on grass growth, optimum cycle times will be determined by the City of Mobile.</p> <p>The City's desire is to have all areas mowed (1 mowing cycle) once every seven (7) days unless the City notifies the contractor otherwise. Cycle times may be adjusted if weather results in slower growth of the grass.</p> <p>In the event that weather, rain, etc., disrupts the schedule, weather records should be noted on the contractor's submitted schedule of completed mowing cycles to explain any variances in mowing cycle times; payment shall not be made for a missed operation.</p> <p>Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days, the contractor may be penalized 2% of the total cost of that cycle per day that the cycle time is exceeded.</p> <p>If a contractor is unable to fulfill obligations of the contract on any of their awarded streets, all of the streets awarded to them will be terminated, unless a mutually agreed upon reduction in the number of streets awarded to them is negotiated. The City is the sole determiner of whether the vendor is operating at the capacity required.</p> <p>Pricing is non-negotiable.</p> <p>This bid will be awarded on a street by street basis or group basis as defined on sheet called, "Main Thoroughfare Mowing Contract Streets".</p> <p>At the option of the City of Mobile and the successful Vendor(s), the award of this bid may be extended for two (2) additional mowing seasons. If extended, the terms, conditions and pricing shall not change. The City reserves the right to extend some, all, or none of the mowing awards for a second or third year.</p> <p>The City is interested in starting the mowing as soon as possible, therefore Vendors must be properly qualified to do business with the City of Mobile. Vendors shall provide with this bid the following:</p> <ul style="list-style-type: none"> <li>-Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register.</li> </ul>					
			TOTAL			

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

Page 2 of 5

There is no guarantee on the number of cycles to be completed. Because our rights-of-way are predominantly Bahia grass, 7-day cycles are the proper intervals for most of the contract period. Only at the beginning and end of the contract period will a 14-day cycle be used.

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Pricing is non-negotiable.

This bid will be awarded on a street by street basis or group basis as defined on sheet called, "Main Thoroughfare Mowing Contract Streets".

At the option of the City of Mobile and the successful Vendor(s), the award of this bid may be extended for two (2) additional mowing seasons. If extended, the terms, conditions and pricing shall not change. The City reserves the right to extend some, all, or none of the mowing awards for a second or third year.

The City is interested in starting the mowing as soon as possible, therefore Vendors must be properly qualified to do business with the City of Mobile. Vendors shall provide with this bid the following:

- Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Butler Complete Services

By [Signature]

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
	<p align="center">Page 3 of 5</p> <p>-Their City of Mobile Business License Number.</p> <p>-Their registration with the E-Verify Program, Federal and State.</p> <p>-Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2-days of notification.</p> <p>The following is required and must be filled in:</p> <p>Registration Number with Secretary of State Office <u>872-343</u></p> <p>City of Mobile Business License Number <u>118803</u></p> <p>E-Verify Enrollment Number <u>1722021</u></p> <p>Insurance Carrier can provide Certificate of Insurance for City Requirements within two (2) days of notification: YES <u>X</u> NO _____</p> <p>Contractors who bid on more than three streets must show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand as well as what resources will be added prior to the work beginning.</p> <p>City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.</p> <p>The City will determine, in its sole discretion, whether a low bidder has the capacity to successfully perform the work for which that bidder is the lowest bidder. The City may elect to limit the number or the scope of bid awards to any one bidder to most efficiently allow for the successful completion of mowing operations.</p> <p>Vendors will be required to sign a service contract once a Vendor has been determined to be low and meet specifications provided they have the above required items. A blank copy of a typical City of Mobile sample Service Contract is included in this bid package.</p> <p>Vendors will be required to perform as per the attached specifications for cutting, edging, trash/litter removal, and blowing on each cycle.</p> <p>If a contractor fails to meet performance requirements after award of bid, the City could/may have the vendor's entire award and contract cancelled.</p>					
			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 Butler Complete Services

By [Signature]

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

## Page \_\_\_\_\_ of \_\_\_\_\_

RETURN ONE SIGNED COPY OF THIS QUOTATION  
IN ENCLOSED ENVELOPE

Firm Name Butler Complete Services

208



# BID CONTINUATION SHEET

Page \_\_\_\_\_ of \_\_\_\_\_

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p>Page 5 of 5</p> <p>Pricing for this bid to be good for the current mowing season to <b><u>December 31, 2022.</u></b></p> <p><b>For questions about this bid submit your questions by E-mail to <u>purchasing@cityofmobile.org.</u></b></p> <p>Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, can not bid, hold City contract, or provide goods and services to the City of Mobile.</p> <p>Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: <a href="http://cityofmobile.org/bid">cityofmobile.org/bid</a>. Look under <b><u>Bid #5662.</u></b></p> <p>It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications</p> <p>This is a sealed bid; your response must be in a sealed envelope that has the <b><u>Bid #5662</u></b> on the outside and/or with the date and time of the bid opening <b><u>11:00 AM, Friday, April 8, 2022.</u></b></p> <p>Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.</p> <p><b>The City reserves the right to award some, all, or none of the bids received on this bid.</b></p> <p>This bid is being awarded for one (1) mowing season (April to October). At the option of the City of Mobile and the successful Vendor(s), the City may extend the award of this bid for two (2) additional mowing seasons. If extended, the terms, conditions, streets and pricing shall not change, and shall be as the Contract ended the previous season. The City reserves the right to extend some, all, or none of the mowing awards for a second or third mowing season.</p> <p><b>TO BE AWARDED ON A STREET BY STREET BASIS.</b></p>					
			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 Butler Complete Services  
 By [Signature]

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

# MAIN THOROUGHFARE MOWING CONTRACT STREETS 10/31/22:

STREET	FROM	TO
Government Street/Highway 90	(Just east of Eslava Creek)	Bellingrath Road
Price for one (1) mowing, trimming, and edging \$		12,250.00
Airport Blvd.	Florida Street	West of Dawes Road
Price for one (1) mowing, trimming, and edging \$		13,100.00
University Blvd/Demetropolis Rd	Moffett Road	Highway 90
Price for one (1) mowing, trimming, and edging \$		7725.00
Dauphin Street	Mobile Street	McGregor Avenue
Price for one (1) mowing, trimming, and edging \$		5100.00
Springhill Ave	Lyons Park Avenue	West I-65 Service Road
Price for one (1) mowing, trimming, and edging \$		5650.00
Dauphin Island Pkwy	Halls Mill Road	Faye Street
Price for one (1) mowing, trimming, and edging \$		4400.00
Michigan Avenue	S Broad Street	California Street
Price for one (1) mowing, trimming, and edging \$		4725.00
Grelot Road	Knollwood Dr	Cody Road
Price for one (1) mowing, trimming, and edging \$		2625.00
Old Shell Road	Cody Road	Wacker Lane
Price for one (1) mowing, trimming, and edging \$		1800.00
Knollwood Drive	Cottage Hill Park	Highway 90
Price for one (1) mowing, trimming, and edging \$		3800.00
Hillcrest Road North	Airport Blvd	Girby Road
Price for one (1) mowing, trimming, and edging \$		2425.00
Hillcrest Road South	Girby Road	Three Notch Road
Price for one (1) mowing, trimming, and edging \$		900.00
Cottage Hill Road	Pleasant Valley Road	Cody Road
Price for one (1) mowing, trimming, and edging \$		3200.00
Azalea Road	Michael Blvd	Moncliff Drive
Price for one (1) mowing, trimming, and edging \$		3200.00

## HENRY AARON LOOP / DOWNTOWN MOWING

Consists of the following streets:

STREET	FROM	TO
Water Street	I-165 Service Road	Canal Street
S. Jackson Street	S. Water Street	S. Conception Street
S. Conception Street	S. Jackson Street	Church Street
S. Joachim Street	S. Jackson Street	Church Street
S. Claiborne Street	Augusta Street	Monroe Street
Canal Street	S. Water Street	Broad Street
N. Lawrence Street	Congress Street	Morgan Street
Beauregard Street	MLK Jr. Avenue	Water Street
N Broad Street	Congress Street	Virginia Street
N Broad Street	Beauregard Street	MLK Jr. Avenue
N Broad Street	Congress Street	Canal Street
N Broad Street	MLK Jr. Avenue	Congress Street (east side only)

Price for one (1) mowing, trimming, and edging \$ 4400.00

Online Link to Maps of the Above Areas

<https://maps.cityofmobile.org/bids/5662/index.html>

**City of Mobile**  
**Main Thoroughfare Mowing Specifications**

**Mowing (NO BUSH HOGS ALLOWED)**

- Uniformly mow (without scalping or streaking) at the proper height for the type of grass:
  - Bahia – 2.5" (no less than 2.25", no more than 2.75") as measured from the soil line
  - St. Augustine – 3.5-4" (no less than 3.25", no more than 4.25") as measured from the soil line
  - Specified areas – 4" for Springhill Ave, Hwy 90 at Azalea Golf Course, Old Shell Rd – west of I-65 from Bishop Lane to Myrtlewood Lane, Hillside across from Heron Lakes Golf Course on Hwy 90, Gaillard – adjacent to Azalea City Golf Course, Arcturus Lane, Knollwood Dr, Lowes Dr along the ditch at Rangeline, Old Shell Rd: (Batre to Myrtle Wood), University Blvd: Zeigler Blvd (NW corner), Hills from Train Trussel to Walmart on both sides, Gaillard Rd (Hill NW corner), Gaillard (behind Crepe Myrtles), Morrison Dr (along ditch west side of street), Grelot Rd (Hill NW corner), Hwy 90: Butler Dr (Hill North side of road), Sky Ranch (Hill North side of road), Knollwood (Hill North side of road), Nevius Rd (along ditch), Lowes Dr (Hill from Lowes Dr to 5263), Hillcrest Rd (from 3201 to 3449 (east side of road))
- Mowing equipment shall consist of finishing mowers; bush hog types of mowers are unacceptable
- Blades must be sharp and provide a clean cut
- All guards must be in place
- Clippings need not be removed, but shall be mulched and/or spread uniformly to avoid clumping; large clumps shall be removed
- Litter, including signs, to be removed prior to mowing
- Mowers shall avoid striking trees; damaged trees shall be replaced
- Contractor shall complete each area (including string trimming, edging, blowing) before moving to the next
- To avoid rutting, contractor shall avoid driving heavy mowing equipment on ground that is saturated after heavy rain; ruts shall be repaired



- Discharge chutes must be in a downward position to eliminate any hazard during operation of mowing
- NO TREE ALTERATIONS BY ROW MOWING CONTRACTORS IS ALLOWED

### **String Trimming**

- Vegetation shall be controlled on and around trees, signs, posts, fences, utility poles, light poles, bleachers, foundations, and all stationary objects using a string trimmer
- **Vegetation growing in expansion joints, cracks, etc. shall be removed**
- String trimming shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area
- Trimming shall be at the same cutting height listed for the surrounding grass
- Damage to trees is a particular concern with string trimmers; contractor shall ensure that string trimmers do not come into contact with trees; damaged trees shall be replaced
- String trimmers (weed eater) shall not be used to mow large areas, they shall only be used for trim work and where a mower cannot reach

### **Edging**

- All concrete walks, curbs, foundations, etc. shall be edged
- Edging shall not be done more than ¼" from the edge of the concrete
- Edging shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area

### **Blowing**

- All hard surfaces (asphalt, concrete, gutters) must be blown and be debris free after edging, string trimming, and/or mowing; this includes old debris
- Debris includes: sand, grass, dirt, clippings, litter, silt, asphalt, gravel, etc.
- Clippings and/or leaves may be blown into the surrounding vegetation as long as they are dispersed evenly
- All guards must be in place and safety glasses worn

### **Litter**

- Any manmade object as large as a cigarette butt shall be considered litter

## Herbicides

- A Pre-approved, non-selective herbicide (by the City of Mobile inspector) may be used only for the purpose of spraying vegetation growing in cracks, gutters, joints, expansion joints in concrete and/or asphalt
- Contractor must wear all required PPE and follow label instructions
- A copy of the MSDS sheet and label must be present whenever the herbicide is being used
- A Daily Pesticide Application Sheet must be kept and submitted for each cycle and upon request

## Miscellaneous

- Contractor shall have a designated contact and an alternate who is available during work hours; City shall do the same
- Contractor shall notify the designated City contact(s) using e-mail or text message when starting and completing a street. Phone calls or voice mail is insufficient. An inspection will not be performed until the City is properly notified, potentially allowing vegetation to grow or litter to accumulate, which would require the contractor to revisit the site before payment is released.
- When notifying City contact of the completion of a cycle, contractor shall report the number and size of bags of litter collected per cycle by street
- When notifying City contact of the completion of a cycle, contractor shall submit the Daily Pesticide Application Sheet listing any herbicides used for that cycle
- In the event that rain disrupts the schedule, weather records should be noted on the submitted schedule to explain any variances in mowing cycle times; payment shall not be made for a missed operation
- Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days the contractor may be penalized 2% of the total cost of that cycle per day that they cycle time is exceeded
- All specifications must be met before payment is release for a maintenance cycle
- Any initial cleanup is included in the bid price.
- **This contract period is during Date of award through December 31 and is for an approximate maximum number of cycles up to 32 (cycles can be increased or decreased at the City of Mobile's discretion at any time). In addition, this contract is contingent upon performance and/or services for up to three years per City of Mobile discretion. Additional years extension would run from that years date of approval to December 31 of that year**

- Shrubbery beds are not included in the contract, except with regard to litter removal
- In the event that concrete medians are included in the contract area, litter and debris shall be removed and vegetation removed and/or treated with a non-selective herbicides at the same that mowing operations are done for that street
- City may inspect job site at any time
- Contractor shall set up a Mowers Ahead sign at the beginning and end of the work zone
- Contractor shall schedule work to avoid blocking lanes or disrupting traffic between 7 am – 9 am and between 3:30 pm and 5:30 pm
- Contract employees shall be courteous to the public at all times
- Equipment operators shall yield to pedestrians and avoid disrupting vehicular activity
- Contract employees shall be neat and well groomed and shall wear identifiable uniforms
- Work may be performed during daylight hours (dawn to dusk)
- Clippings, vegetation, or any other debris shall not be blown or deposited in storm drains or any other drainage structure; such debris shall be removed from all hard surfaces, including asphalt, concrete, roadways, drainage structures, culverts, etc.; this includes old debris
- Contractor is responsible for clearing inlet throats
- Tree pruning shall remain the responsibility of the City
- Except as noted, the use of pesticides, including herbicides, insecticides, and fungicides shall not be permitted without prior approval
- Limbs and other debris shall be removed from the site and disposed in accordance with the mowing schedule for each designated area
- Contractor shall immediately report any problems such as broken or missing storm drain covers, etc.

## **Safety**

- Contractor shall comply with all applicable OSHA rules and regulations.
- Contractor shall comply with all City of Mobile safety rules and regulations.
- Contractor shall provide effective safety training to employees.

- Contractor shall designate a “competent person” at each work site who has the responsibility and authority to stop work until all safety conditions are met.
- Contractor shall adhere to the requirement contained in the Manual on Uniform Traffic Control Devices. Some examples of which include:
  - Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class – II or Class III as required by the MUTCD for the type of traffic hazard.
  - Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, ATV’s or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.
  - Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.
- Contractors mowing equipment shall be fitted with a flashing strobe light that is visible in all directions to traffic; Contractors equipment shall also include retro-reflective material visible from all directions and shall have a “slow moving vehicle” placard mounted on equipment that may be operated on or adjacent to the roadway in accordance to applicable law.
- All equipment guards must be in place
- Contractor to take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians and property; the contractor shall be liable for any and all damage to passing vehicles, property or injuries resulting from their work.
- Safety glasses shall be worn when operating power equipment and whenever there is an exposure to an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.); hearing protection is recommended when operating power equipment
- The City of Mobile Public Services Department has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken
- Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall notify City in the event of a spill

- Contractor shall have a Pesticide License or be authorized to apply pesticides under a licensed applicator
- Failure to comply with safety issues may result in contract termination.
- Contractor shall notify the City of Mobile of any incidents reported to them
- Contractors are not allowed to wear any type of device such as headphones for music, and or blue tooth devices that would prevent them from hearing traffic or compromise their safety. The City of Mobile is not responsible for any employee injury related to not complying with this policy

Service Contracts over \$15,000, subject to Ala. §41-16-50  
*et seq.* (1975)

## City of Mobile

Project:

### AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, \_\_\_\_\_ (hereinafter "Provider"), a for profit company organized under the laws of the State of Alabama and qualified to do business in Alabama.

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

**ARTICLE 1. Scope of the Work.** The service, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein.

**ARTICLE 2. Insurance:** For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance 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 Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

- a. General Liability insurance – public liability including premises, products and complete operations.

- (1) Bodily injury liability:  
\$250,000 each person  
\$500,000 each occurrence
  - (2) Property damage liability - \$100,000 each occurrence.  
Or, (in lieu of (1) and (2) above
  - (3) Bodily injury and property damage combined –  
\$500,000 per occurrence
- b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.
- (1) Bodily injury liability:  
\$250,000 each person  
\$500,000 each occurrence
  - (2) Property damage liability - \$100,000 each occurrence.
  - (3) Or, (in lieu of (1) and (2) above)  
Bodily injury and property damage combined –  
\$500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the 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.

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, \$1,000,000.00 per event.

**ARTICLE 3. Breach of Contract:** In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage



the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Provider 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.

**ARTICLE 4. Indemnification:** Provider 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 Provider, 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 Agreement or any activities conducted pursuant thereto, Provider 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 Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

**ARTICLE 5. Entire Agreement:** This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

**ARTICLE 6. Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

**ARTICLE 7. Licenses, permits, etc.:** Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. See Exhibit C which is attached hereto and incorporated by reference herein.



**ARTICLE 8. No Agency Relationship Created:** Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

**ARTICLE 9. Nondiscrimination:** Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

**ARTICLE 10. Method of Payment:** Provider shall provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or P. O. Box 389, Mobile, AL. 36601

**ARTICLE 11. Termination of Contract:** The City or Provider may terminate the Agreement upon thirty (30) days' written notice. Notice from the City shall be mailed to the address provided by the Provider on this form. Notice to the City shall be addressed to ATTN: Purchasing Agent, City of Mobile Purchasing Department, South Tower – Room 408S, 205 Government Street, Mobile, AL 36602, or P. O. Box 1948, Mobile, AL 36633. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

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

**ARTICLE 13. Notices:** Notice for the City shall be mailed to:

Purchasing Agent  
City of Mobile  
4<sup>th</sup> Floor, South Tower  
205 Government Street  
Mobile, AL 36602

OR

P. O. Box 1948  
Mobile, AL 36633

Notices to Provider shall be mailed to:

2808 Eastlight Ln E  
Mobile, AL 36695

**ARTICLE 14. Compliance with Alabama Immigration Law**

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

Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as Exhibit D and incorporated by reference herein.

**ARTICLE 15. Boycott**

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

**ARTICLE 16. Signatures:**

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

PROVIDER,

\_\_\_\_\_, Its \_\_\_\_\_ (title)

On behalf of \_\_\_\_\_

\_\_\_\_\_ Date

State of Alabama

Mobile County

I, \_\_\_\_\_, a Notary public in and for said County and State, hereby certify that \_\_\_\_\_, whose name is known to me, acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

\_\_\_\_\_  
Notary Public

My Commission expires on: \_\_\_\_\_

CITY,

\_\_\_\_\_  
Its Mayor

\_\_\_\_\_ Date

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_ Date

Butler Complete Services, LLC  
2808 Gaslight Ln East  
Mobile, AL 36695  
251-591-7278  
251-753-5975

4/7/2022

RE: Equipment list

- (2) ZD1211 – 60" KUBOTA MOWERS
- (1) EXMARK LAZER Z 60" COMMERCIAL MOWER
- (1) KUBOTA 54" COMMERCIAL MOWER
- (8) COMMERCIAL GRADE STIHL WEEDEATERS
- (5) COMMERCIAL GRADE STIHL EDGERS
- (5) COMMERCIAL VEHICLES
- (5) COMMERCIAL GRADE STIHL BLOWERS

Butler Complete Services will have a crew of 6-8 employees to provide excellent service as we have in the past for our previous contracts with the City of Mobile

# EXHIBIT B



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/29/2022

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

Southern Shield Group, Inc.  
11141 Hwy 31 Ste B

CONTACT NAME: Garry Bulman  
PHONE (A/C, No, Ext): (251) 725-9172 FAX (A/C, No): (251) 725-9173  
E-MAIL: garry@southernshieldinsurance.com  
ADDRESS:

## INSURED

Spanish Fort

AL 36527

BUTLER COMPLETE SERVICES, LLC  
2808 GASLIGHT LN E

MOBILE

AL 36695

## INSURER(S) AFFORDING COVERAGE

INSURER A: ACE PROP & CAS INS CO

NAIC #

INSURER B: INTEGON NATL INS CO

20699

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X X	D97155161	03/25/2022	03/25/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X X	2007285786	01/08/2022	01/08/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	X X	D97155185	03/25/2022	03/25/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The City of Mobile is included as an Additional Insured in respect to the General Liability, Automobile Liability, and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non Contributory with any other insurance in force or which may be purchased by Additionally Insured. Waiver of Subrogation applies, in favor of City of Mobile with respect to General Liability, Automobile Liability, and Workers Compensation and Employer's Liability. 30 days of Notice of Cancellation, non renewal or material change shall apply(except 10 Days).

## CERTIFICATE HOLDER

City of Mobile

P.O. Box 1827  
Mobile

AL 36633-1827

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/29/2022

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).

<b>PRODUCER</b> Rushing Insurance LLC  29000 Hwy 98, Suite B-204 Daphne AL 36526	<b>CONTACT NAME:</b> Tonya Taylor <b>PHONE (A/C, No, Ext):</b> (251) 471-4100 <b>E-MAIL ADDRESS:</b> ttaylor@rushinginsurance.com <b>FAX (A/C, No):</b> (251) 471-5585														
<b>INSURED</b>  Butler Complete Services LLC 2808 Gaslight Lane East  Mobile AL 36695	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : AlaCOMP</td><td>22667</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : AlaCOMP	22667	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : AlaCOMP	22667														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:** CL223707943**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	SUBRI WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	20340	02/22/2022	02/22/2023	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

City of Mobile P.O. Box 1827  Mobile AL 36633	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
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# EXHIBIT C



# CITY OF MOBILE BUSINESS LICENSE

Mobile, Alabama

**POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE**

## Issued to:

BUTLER COMPLETE SERVICES, LLC T6  
2808 GASLIGHT LN E  
MOBILE, AL 36695-3106

YEAR	LICENSE NO.
2021	118803
ISSUED	EXPIRES
9/9/2021	12/31/2021

561730 LAWN AND GARDEN SERVICE(S)



Donna G. Bryars, Revenue Director  
City of Mobile Revenue Department

[www.cityofmobile.org/revenue](http://www.cityofmobile.org/revenue)



BUTLER COMPLETE SERVICES, LLC  
2808 GASLIGHT LN E  
MOBILE, AL 36695-3106

240 T1 P1



# Alabama Secretary of State



Butler Complete Services LLC	
Entity ID Number	000 - 872 - 343
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Alabama
Formation Date	07/11/2021
Registered Agent Name	Butler, James D
Registered Office Street Address	2808 Gaslight Ln East Al, AL 36695
Registered Office Mailing Address	2808 Gaslight Ln East al, AL 36695
Nature of Business	
Annual Reports	
<p>Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or <a href="http://www.revenue.alabama.gov">www.revenue.alabama.gov</a>. The Secretary of State's Office cannot answer questions about or make changes to these reports.</p>	
Report Year	<a href="#">2022</a>
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	07/11/2021 Certificate of Formation 3 pgs.

[Browse Results](#)
[New Search](#)

# EXHIBIT D

Company ID Number: 1722021

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Butler Complete Services, LLC
Company Facility Address	2808 Gaslight Ln East Mobile, AL 36695
Company Alternate Address	2808 Gaslight Ln East Mobile, AL 36695
County or Parish	MOBILE
Employer Identification Number	871737327
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

**Approved by:**

<b>Employer</b> Butler Complete Services, LLC	
<b>Name (Please Type or Print)</b> JAMES BUTLER	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 08/01/2021
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b>	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b>



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Submitted by:**

Lawrence Battiste, Public Safety

**Sponsored by:**

Mayor Stimpson and Councilmember Carroll

**Purpose and Scope of Project:**

Authorize and execute a lease agreement by and between Grebe, LLC, and the City of Mobile to lease approximately 8,378 square feet of space. Project funding through ARP.

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String** G-ARPGUNV.PROFTECHNC

**Contract Number:**

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

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

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

**REVIEWERS:**

Department	Reviewer	Action	Date
Accounting	Christian, Rebecca	Approved	4/14/2022 - 3:21 PM
Legal	Kern, Chris	Approved	4/14/2022 - 3:49 PM
Legal	Kern, Chris	Approved	4/14/2022 - 3:49 PM
Mayors Office	Montgomery, Brandi	Approved	4/21/2022 - 2:37 PM





## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Submitted by:**

Ricardo A. Woods, City Attorney

**Sponsored by:**

William S. Stimpson, Mayor

**Purpose and Scope of Project:**

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Cenica Yvonne Belton

**Amount of Contract:**

n/a

**Effective Date of Contract:**

5/3/2022

**Funding Source**

**Project #** Resolution for Settlement Agreement and Release of Claims - Belton

**Discretionary Funds** n/a

**Project String** n/a

**Contract Number:**n/a

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

**Grant Funds** n/a

**Matching Funds** n/a

**ATTACHMENTS:**

Description	Type	Upload Date
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**REVIEWERS:**

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	4/20/2022 - 2:17 PM
Legal	Kern, Chris	Approved	4/20/2022 - 4:32 PM
Mayors Office	Montgomery, Brandi	Approved	4/21/2022 - 2:37 PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Submitted by:**

Lisa C. Lambert, City Clerk

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description	Type	Upload Date
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**REVIEWERS:**

Department Reviewer	Action	Date
City Clerk   Gauthier, Lana	Approved	4/21/2022 - 8:36 AM





## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Sponsored by:**

Councilmember Carroll

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

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

**REVIEWERS:**

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/21/2022 - 1:05 PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**4/26/2022

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk   Gauthier, Lana

Approved

4/21/2022 - 1:18  
PM



## AGENDA ITEM SUMMARY SHEET

Agenda of: 4/26/2022

### Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

### ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

### REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/21/2022 - 1:20 PM