



AGENDA MOBILE CITY COUNCIL MEETING

Tuesday, May 24, 2022, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Bishop Reginald T. White, The Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

May 10, 2022

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. PUBLIC HEARINGS

Public hearing to declare the structure at 2620 Halls Mill Road a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 801 1/2 Kentucky Street a public nuisance and order it demolished (District 3).

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).

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

David Clark - Will provide the Tourism Economic Impact Report from the State Tourism Dept.

Rev. David Edwards - Expand on concerns voiced about redistricting.

Titus Thorn - The need for redistricting.

Barbara Cadell - Wants to urge the Council to move ahead with a racial polarization study.

Reggie Hill - Continue remarks concerning the Legal Dept.'s impact on education, public safety, use of tax payer resources and redistricting.

11. ORDINANCES HELD OVER

64-029 Rezone property located at the east side of Hillcrest Road, 326' + of Old Shell Road, from B-2 to R-1 (sponsored by Councilmember Jones)

12. CONSENT RESOLUTIONS HELD OVER

58-394 Assess cost for removal of weeds, Weed Lien Group 1624.

13. RESOLUTIONS HELD OVER

08-444 Approve purchase order to KIG Vehicle Concepts for 3 Chevrolet Tahoes; \$206,799.98; Motor Pool (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-445 Approve purchase order to Stivers Ford Lincoln, Inc. for Ford F150 Crew Cab Pick-Up Truck; \$31,347.00; Motor Pool (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-446 Approve purchase order to Shaw Contract Flooring Services, Inc. for synthetic turf at Matthews Park Baseball Field; \$494,934.00 (sponsored by Councilmembers Reynolds & Daves and Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-447 Approve purchase order to Musco Sports Lighting, LLC for repairs to damaged field lighting at Medal of Honor Park; \$29,160.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-448 Approve purchase order to Southern Lighting & Traffic Systems for 30 concrete light pole foundations; \$37,500.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-449 Approve purchase order to Blue Planet AVL for spotlights and lamps for the Saenger Theatre; \$32,486.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-450 Approve transfer of funds from the General Fund to Capital Improvements Fund to be used for the Resilience Assessment and Plan (\$450,000.00 total) (sponsored by Mayor Stimpson) (submitted by James DeLapp, Public Works Dept.).

31-451 Update the American Rescue Plan Action Plan to include redevelopment

for affordable housing (property located at 165 Dauphin St.); \$8,000,000.00 total loan amount (\$24,000,000.00 from other sources) (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development).

14. ORDINANCES BEING INTRODUCED

06-030 Ordinance to Amend Chapter 6 of the Mobile City Code "Ambulances and Other Medical Transportation" (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

64-031 Rezone property located at 62, 88, 100 and 116 Hillcrest Road from R-1 and LB-2 to B-2 (sponsored by Councilmember Gregory).

15. CONSENT RESOLUTIONS BEING INTRODUCED

31-454 Authorize a grant application to the Department of Justice for the FY 2022 Office of Justice Programs Community Based Violence Intervention and Prevention Initiative; \$1,500,000.00 (no local match) (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

31-455 Authorize a grant application to the Alabama Law Enforcement Agency (ALEA) for the FY 2022 State Homeland Security Program; \$1,046,846.00 (no local match) (sponsored by Mayor Stimpson) (submitted by Lawrence Battiste, Public Safety).

31-456 Authorize a grant application to the National Endowment for Humanities for funding to support digitization efforts by the Mobile Historic Development Commission; \$30,000.00 (sponsored by Mayor Stimpson) (submitted by Christine Dawson, Historic Development Dept.).

37-457 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to In and Out; 2721 Spring Hill Ave. (sponsored by Councilmember Penn).

37-458 Recommend approval to the ABC Board for issuance of a Special Events Retail License for the Prince Tribute Celebration; Cooper Riverside Park (sponsored by Councilmember Carroll).

37-459 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Brother Mart; 2700 Pleasant Valley Rd. (sponsored by Councilmember Daves).

40-460 Declare the structure at 2620 Halls Mill Road a public nuisance and order it demolished (sponsored by Councilmember Small).

40-461 Declare the structure at 801 1/2 Kentucky Street a public nuisance and order it demolished (sponsored by Councilmember Small).

58-462 Authorize removal of weeds, Group #1627.

60-463 Determine an appropriation to Ariel W. Holloway Elementary School serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Accounting Dept.).

60-464 Determine an appropriation to the Maynard 4 Foundation serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Rebecca Christian, Accounting Dept.).

60-465 Determine an appropriation to Spencer-Westlawn Elementary School serves a public purpose and approve payment (sponsored by Councilmember Daves) (submitted by Rebecca Christian, Accounting Dept.).

60-466 Determine an appropriation to Azalea City CDC, Inc. serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Rebecca Christian, Accounting Dept.).

60-467 Determine an appropriation to the Universal Youth Foundation serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Rebecca Christian, Accounting Dept.).

60-474 Approve award of special bonus to the Procurement Department Employee of the Month; Stanley (sponsored by Mayor Stimpson) (submitted by Joe Snowden, Administrative Services Dept.).

16. RESOLUTIONS BEING INTRODUCED

01-468 Authorize Assignment and Assumption agreements between the City, Merchants Alabama, LLC and Lineage Logistics (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

09-469 Authorize transfer of funds from General Fund Surplus to Capital Improvements Fund for the Mobile County Soccer Complex; \$5,000,000.00 total (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Finance Dept.).

09-470 Authorize transfer of funds from the General Fund to Capital Improvements Fund, various capital projects; \$11,350,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Finance Dept.).

21-471 Authorize contract with Geosyntec, Inc. for design and engineering services for the redevelopment of stormwater infrastructure in Langan Park (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

21-472 Authorize contract with Johnson Controls, Inc. for server replacement at the Mobile Alabama Cruise Terminal; \$47,105.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

17. CALL FOR PUBLIC HEARINGS

41-473 Call for public hearing to consider approval of a Certificate of Public Convenience and Necessity to Care Keepers Healthcare, LLC to operate a sedan service (scheduled for June 7, 2022).

18. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

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

5/23/2022 - 2:40
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

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

5/19/2022 - 1:41 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

Sponsored by:

Councilmember Small

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

5/19/2022 - 2:06
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

Sponsored by:

Councilmember Small

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

5/19/2022 - 2:08 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/21/2022 - 1:05 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

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

5/20/2022 - 9:22
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

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

5/19/2022 - 1:37
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

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

5/19/2022 - 1:38
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

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

5/19/2022 - 1:39
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

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

5/19/2022 - 2:00
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

Sponsored by:

Councilmember Jones

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/19/2022 - 3:15
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

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

5/5/2022 - 3:04
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to KIG Vehicle Concepts LLC for two Chevy Tahoe LT 4X2 SUVs for MPD Admin and one Chevy Tahoe RST 4X4 SUV for MPD Cyber.

General fund.

Amount of Contract:

\$206,799.98

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220510 KIG Agenda Package POs	Cover Memo	5/10/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	5/12/2022 - 2:34 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>4837, 5795, 5796</u>	2022	(F7000) MOTOR POOL	2 2022 CHEVROLET TAHOE LT 4X2 SUVS FOR MPD ADMIN; 1 2020 CHEVROLET TAHOE RST 4X4 SUV FOR MPD CYBER (SEALED BID 5669)	\$206,799.98	<u>(297166) KIG VEHICLE CONCEPTS LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004837-00 FY 2022 PO 22008928 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Converted	Page 1
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Vendor
 KIG VEHICLE CONCEPTS LLC
 14650 SW 93RD COURT

Ship To
 MOTOR POOL
 745 BROAD STREET

2027463049
 MIAMI, FL 33176

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#2027463049

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
01/20/22	297166	01/20/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	LARGE SIZE SUV AS SPECIFIED: 2022 OR NEWER CHEVROLET TAHOE RST 4X4 4-WHEEL DRIVE, RST MODEL, 5.3 LITER V8 ENGINE, AUTOMATIC, 20" OR 22" WHEELS, TRAILER PACKAGE, PREMIUM CLOTH TRIM INTERIOR (ANY COLOR), FRONT BUCKET SEATS, SPLIT SECOND ROW OR BUCKET SEATS, NO THIRD ROW. VENDOR TO PROVIDE TAHOE RST 4X4 BLUE IN COLOR. AS PER MY BID #5669 AND YOUR QUOTE Additional Description Notes	1.00 EACH	72719.14000	72719.14

2021 OR NEWER CHEVROLET TAHOE ANY COLOR EXCEPT (RED, TAN, OR WHITE) 4-WHEEL
 DRIVE, LT OR RST, 5.3 LITER V8 ENGINE, AUTOMATIC, 20" OR 22" WHEELS, TRAILER
 PACKAGE, PREMIUM CLOTH TRIM INTERIOR (ANY COLOR), FRONT BUCKET SEATS, SPLIT
 SECOND ROW OR BUCKET SEATS, NO THIRD ROW. MUST BE ON THE LOT OR DELIVERED
 WITHIN TWO WEEKS OF BID AWARD DATE. REQUESTED BY POLICE DEPARTMENT FOR INTEL
 UNIT.

1	7000.40.20.0000.0000.2070.0000.0000.47120.	
	E MP01530 .VEHICLEEXP.	72719.14

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004837-00 FY 2022 PO 22008928 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Converted	Page 2
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Vendor
KIG VEHICLE CONCEPTS LLC
14650 SW 93RD COURT

Ship To
MOTOR POOL
745 BROAD STREET

2027463049
MIAMI, FL 33176

MOBILE, AL 36604
CARTERD@CITYOFMOBILE.ORG

Tel#2027463049

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
01/20/22	297166	01/20/22			MOTOR POOL

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

Requisition Link

Requisition Total 72719.14

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

Account	Amount	Remaining Budget
E MP01530 .VEHICLEEXP.	72719.14	179009.56

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	72719.14	
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Approved	01/20/22	DIANE MCCARTY	
Approved	01/20/22	CHARLES SUMRALL	Auto approved by: 910513661
Approved	01/24/22	JOHN PEAVY	Auto approved by: 910518527
Approved	01/24/22	JAMES DELAPP	
Approved	05/06/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	05/06/22	DONALD ROSE	Auto approved by: 9105paij
Approved	05/06/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/06/22	JOHN PAINE	

Bill To	Requisition 00004837-00 FY 2022
ACCOUNTS PAYABLE	PO 22008928
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted
	Page 3

Vendor
KIG VEHICLE CONCEPTS LLC
14650 SW 93RD COURT

2027463049
MIAMI, FL 33176

Tel#2027463049

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
01/20/22	297166	01/20/22			MOTOR POOL

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005795-00 FY 2022 PO 22008929 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Converted	Page 1
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Vendor
KIG VEHICLE CONCEPTS LLC
14650 SW 93RD COURT

2027463049
MIAMI, FL 33176

Tel#2027463049

Ship To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604
CARTERD@CITYOFMOBILE.ORG

Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/22	297166	02/10/22			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 LARGE SUV AS SPECIFIED: 2022 OR NEWER CHEVROLET TAHOE, ASH GREY LT 5.3L V8 ENGINE, AUTOMATIC, 20" TO 22" WHEELS, TRAILERING PACKAGE, PREMIUM LEATHER SEATS, TRIM INTERIOR (ANY COLOR), FRONT BUCKET SEATS, BUCKET SEAT SECOND ROW, VENDOR TO PROVIDE 2022 OR NEWER CHEVROLET TAHOE LT REAR WHEEL DRIVE AS PER MY BID #5669 AND YOUR QUOTE Additional Description Notes 2022 OR NEWER CHEVROLET TAHOE, ASH GREY LT 5.3L V8 ENGINE, AUTOMATIC, 20" TO 22" WHEELS, TRAILERING PACKAGE, PREMIUM LEATHER SEATS, TRIM INTERIOR (ANY COLOR), FRONT BUCKET SEATS, BUCKET SEAT SECOND ROW, MUST BE ON THE LOT OR DELIVERED WITHIN 2-WEEKS OF BID AWARD. REQUESTED BY POLICE DEPARTMENT.	1.00 EACH	67040.42000	67040.42

1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP.	67040.42
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Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005795-00 FY 2022 PO 22008929 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Converted	Page 2
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Vendor
KIG VEHICLE CONCEPTS LLC
14650 SW 93RD COURT

Ship To
MOTOR POOL
745 BROAD STREET

2027463049
MIAMI, FL 33176

MOBILE, AL 36604
CARTERD@CITYOFMOBILE.ORG

Tel#2027463049

Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/22	1297166	02/10/22			MOTOR POOL

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

Requisition Link

Requisition Total 67040.42

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

Account	Amount	Remaining Budget
E MP01530 .VEHICLEEXP.	67040.42	179009.56

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	67040.42	
MOTOR POOL EXP		VEHICLE ACQ (GREATER \$5000)

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

Activity	Date	Clerk	Comment
Approved	02/11/22	DIANE MCCARTY	
Approved	02/11/22	CHARLES SUMRALL	Auto approved by: 910513661
Approved	02/11/22	JOHN PEAVY	Auto approved by: 910518527
Approved	02/11/22	JAMES DELAPP	
Approved	05/06/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	05/06/22	DONALD ROSE	Auto approved by: 9105paij
Approved	05/06/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/06/22	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005796-00 FY 2022 PO 22008930 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Converted	Page 1
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Vendor
KIG VEHICLE CONCEPTS LLC
14650 SW 93RD COURT

Ship To
MOTOR POOL
745 BROAD STREET

2027463049
MIAMI, FL 33176

MOBILE, AL 36604
CARTERD@CITYOFMOBILE.ORG

Tel#2027463049

Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/22	297166	02/10/22			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 LARGE SIZE SUV AS SPECIFIED: 2022 OR NEWER CHEVROLET TAHOE LT SATIN STEEL IN COLOR, 5.3L V8 ENGINE, AUTOMATIC, 20" TO 22" WHEELS, TRAILERING PACKAGE, PREMIUM LEATHER SEATS, TRIM INTERIOR (ANY COLOR), FRONT BUCKET SEATS, BUCKET SEAT SECOND ROW. VENDOR TO PROVIDE 2022 OR NEWER CHEVROLET TAHOE LT REAR WHEEL DRIVE AS PER MY BID #5669 AND YOUR QUOTE Additional Description Notes 2022 OR NEWER CHEVROLET TAHOE, BLACK LT 5.3L V8 ENGINE, AUTOMATIC, 20" TO 22" WHEELS, TRAILERING PACKAGE, PREMIUM LEATHER SEATS, TRIM INTERIOR (ANY COLOR), FRONT BUCKET SEATS, BUCKET SEAT SECOND ROW. MUST BE ON THE LOT OR DELIVERED WITHIN 2 WEEKS OF BID AWARD. REQUESTED BY POLICE DEPARTMENT.	1.00 EACH	67040.42000	67040.42

1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP.	67040.42
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745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

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MOTOR POOL

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005796-00 FY 2022 PO 22008930 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Converted	Page 2
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Vendor
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MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/22	297166	02/10/22			MOTOR POOL

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

Requisition Link

Requisition Total 67040.42

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

Account	Amount	Remaining Budget
E MP01530 .VEHICLEEXP.	67040.42	179009.56

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	67040.42	
MOTOR POOL EXP		
VEHICLE ACQ (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Approved	02/11/22	DIANE MCCARTY	
Approved	02/11/22	CHARLES SUMRALL	Auto approved by: 910513661
Approved	02/11/22	JOHN PEAVY	Auto approved by: 910518527
Approved	02/11/22	JAMES DELAPP	
Approved	05/06/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	05/06/22	DONALD ROSE	Auto approved by: 9105paij
Approved	05/06/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/06/22	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

This is Not an Order
.....

Mailing Address:

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

Purchasing Department
and Package Delivery:

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

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

Typed by: sd Buyer: 002

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

DATE 4/1/2022	BID NO. 5669	DEPARTMENT MOTORPOOL	Commodities to be delivered F.O.B. Mobile to: To Be Specified
------------------	-----------------	-------------------------	------------------------------------------------------------------

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Friday, April 22, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
1 Each	<p align="center">SPORT UTILITY VEHICLE</p> <p>2022 or Newer Chevrolet Tahoe LT or RST model, 4 Wheel Drive, 5.3L V8 Engine, Automatic Transmission, 20” or 22” inch Wheels, Trailer Package, Premium Cloth Trim Interim, Front Bucket Seats, Split Second Row, No 3rd Row.</p> <p>Year _____ Make & Model _____</p> <p>Upon Award the City will purchase One (1) 2022 Chevrolet Tahoe 4WD</p>					
Appr 1-3	<p>2022 or Newer Chevrolet Tahoe LT model, 2 Wheel Drive, 5.3L V8 Engine, Automatic Transmission, 20” or 22” inch Wheels, Trailer Package, Premium Leather Seats & Trim, Front & 2nd Row Bucket Seats.</p> <p>Year _____ Make & Model _____</p> <p>Upon Award the City will purchase a minimum of Two (2) of the above Chevrolet Tahoes.</p> <p>Furnish Literature and Specifications.</p> <p align="center">Page 1 of 3</p>					
			TOTAL			

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

Page _____ of _____

30

Page _____ of _____

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

Firm Name _____

By _____

31



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

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 one 2022 Ford F150 4x4 crew cab pickup truck for Motor Pool/Engineering .

General fund.

Amount of Contract:

\$31,347.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220511 Stivers Agenda Package POs	Cover Memo	5/11/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	5/12/2022 - 2:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>9458</u>	2022	(F7000) MOTOR POOL	2022 FORD F150 4X4 CREW CAB PICKUP TRUCK FOR MOTOR POOL/ENGINEERING DEPT (AL STATE CONTRACT)	\$31,347.00	<u>(292393) STIVERS FORD LINCOLN INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009458-00 FY 2022 PO 22009050 Acct No: 2000.80.00.0000.0000.0000.0000.47120. 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
05/04/22	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 HALF (1/2) TON PICKUP TRUCK: 2022 FORD F150 4X4 CREW CAB PICKUP TRUCK 5.5 FT BED, SILVER IN COLOR. AS PER STATE OF ALABAMA CONTRACT T-191 ma 999 21000000129 line 3 Additional Description Notes	1.00 EACH	31083.00000	31083.00

2021 CHEVROLET SILVERADO 4X4 CREW CAB PICKUP TRUCK. REQUESTED BY ENGINEERING.

AS PER STATE OF ALABAMA CONTRACT T-191

1 2000.80.00.0000.0000.0000.0000.47120. E E0006 .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	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 00009458-00 FY 2022 PO 22009050 Acct No: 2000.80.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Converted	Page 2
----------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------	--------

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
05/04/22	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	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.			

1	2000.80.00.0000.0000.0000.0000.47120. E E0006 .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 E0006 .VEHICLEEXP.	31347.00	17696.94

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

Account	Amount	Remaining Budget
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009458-00 FY 2022 PO 22009050 Acct No: 2000.80.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Converted	Page 3
-----------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------

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
05/04/22	292393				MOTOR POOL

Account 2000.80.00.0000.0000.0000.0000.47120. CAPITAL IMPROVEMENTS FUND EXP	Amount Remaining Budget 31347.00 VEHICLE ACQ (GREATER \$5000)
------------------------------------------------------------------------------------------	----------------------------------------------------------------------------

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

Activity	Date	Clerk	Comment
Approved	05/05/22	KINA ANDREWS	
Approved	05/05/22	CHARLES SUMRALL	Auto approved by: 910515803
Approved	05/05/22	DORIS IRBY	Auto approved by: 910515803
Approved	05/10/22	BRENDA RHODES	Auto approved by: 910514227
Approved	05/10/22	TIFFANY HOLLINS	
Approved	05/10/22	RELYA MALLORY	Auto approved by: 910514227
Approved	05/11/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	05/11/22	DONALD ROSE	Auto approved by: 9105paij
Approved	05/11/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/11/22	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

	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.

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.

Certification Pursuant to Act no. 2006-557

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

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

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

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

Vendor Registration and Subscription Fee (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
200000000221	Final	MA-NON-ALTERNATIVE FUEL VEHICLES - T191	Total Pages: 11

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

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. 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 20th

January, February, March – Due by April 20th

April, May, June – Due by July 20th

July, August, September – Due by October 20th

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

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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:5/24/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Maybe District 5 Councilmember?

Purpose and Scope of Project:

To approve issuance of purchase order to Shaw Contract Flooring Services Inc for synthetic turf for Matthews Park baseball field.

CIP.

Amount of Contract:

\$494,934.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220511 Shaw Agenda Package POs	Cover Memo	5/11/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	5/12/2022 - 2:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>9684</u>	2022	(3032) ARCHITECTURAL ENGINEERING	SYNTHETIC TURF FOR MATTHEWS PARK BASEBALL FIELD (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT)	\$494,934.00	<u>(293037) SHAW</u> <u>CONTRACT</u> <u>FLOORING</u> <u>SERVICES INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009684-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor SHAW CONTRACT FLOORING SERVICES INC SHAW SPORTS TURF 185 SOUTH INDUSTRIAL BLVD CALHOUN, GA 30701	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
-------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------

Tel#706-625-7943 Fax 706-625-7964	Delivery Reference BRENDA PARKER
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Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/10/22	293037				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			

001	AS PER YOUR QUOTE AND SOURCEWELL CONTRACT #060518-SII TURF ARTIFICIAL INDOOR/OUTDOOR: SYNTHETIC TURF AND INSTALL AT MATTHEWS PARK - BASEBALL FIELD Additional Description Notes	1.00 LOT	494934.00000	494934.00
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INSTALLATION OF TURF:
 TRUHOP 1.75 BROWN (INFIELD), LEGION 2.0 (OUTFIELD AND BULLPENS), ELEVATE 48
 5MM (BATING CAGES), +/-121,013SF.

PER YOUR PROPOSAL 1 DATED 3.4.22

VENDOR TO COORDINATE ALL ACTIVITIES WITH S. MCINTYRE @ 251.508.7752

PART 1 OF 2 REQUISITIONS
 Vendor Item

1	2000.80.00.0000.0000.0000.0000.48010. E C0564 .CONSTRUCTN.	494934.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009684-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor SHAW CONTRACT FLOORING SERVICES INC SHAW SPORTS TURF 185 SOUTH INDUSTRIAL BLVD CALHOUN, GA 30701	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
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Tel#706-625-7943 Fax 706-625-7964	Delivery Reference BRENDA PARKER
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Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/10/22	293037				ARCHITECTURAL ENGINEERING

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

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

Requisition Link

Requisition Total	494934.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0564 .CONSTRUCTN.	494934.00	286953.77

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	494934.00	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Approved	05/11/22	CINDY KLOTZ	Auto approved by: 910519420

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009684-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 3
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Vendor SHAW CONTRACT FLOORING SERVICES INC SHAW SPORTS TURF 185 SOUTH INDUSTRIAL BLVD CALHOUN, GA 30701	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
--------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------

Tel#706-625-7943 Fax 706-625-7964	Delivery Reference BRENDA PARKER
--------------------------------------	--------------------------------------------

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/10/22	293037				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
Approved	05/11/22 MICHELLE MELTON	Auto approved by:	910519420	
Approved	05/11/22 CASSIE BOATWRIGHT			
Approved	05/11/22 BRENDA RHODES	Auto approved by:	9105ma1r	
Approved	05/11/22 TIFFANY HOLLINS	Auto approved by:	9105ma1r	
Approved	05/11/22 RELYA MALLORY			
Approved	05/11/22 DONNA MICHELE STANLEY	Auto approved by:	910518227	
Approved	05/11/22 DONALD ROSE	Auto approved by:	910518227	
Approved	05/11/22 SANDRA LEWIS			
Approved	05/11/22 JOHN PAINE	Auto approved by:	910518227	

Authorized By: _____ Date: _____
 Signature



Shaw Sports Turf

Athletic Surfaces

#060518-SII

Maturity Date: 08/07/2023

Products & Services

Contract Documents

Pricing

Contact Information

Contact Information

Vendor Contact Information

To purchase off this contract or for questions regarding products and pricing, please contact:

Jimmy Marshall, Director of Cooperative Sales

Phone: 615-879-0136

Email: jimmy.marshall@shawinc.com

Sourcewell Contact Information

For questions regarding contract documentation or the solicitation process, please contact:

Teresa Fiedler, Supplier Development Administrator I

Phone: 218-541-5257

Email: teresa.fiedler@sourcewell-mn.gov

Heidi Murray, Supplier Development Specialist

Phone: 218-895-4119

Email: heidi.murray@sourcewell-mn.gov

Become a Member

Simply complete the online application or contact the Client Development team at service@sourcewell-mn.gov or 877-585-9706.

Search Vendors & Contracts

General Contracts

eziQC Contracts

Letter of Agreement To Extend the Contract

Between

Shaw Contract Flooring Services, Inc. dba Shaw Sports Turf
185 S. Industrial Blvd.
Calhoun, GA 30701

And

Sourcewell
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and Sourcewell have entered into an Agreement (Contract #060518-SII) for the procurement of Athletic Surfacing with Related Materials, Supplies, Installation and Services. This Agreement has an expiration date of August 7, 2022, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell's members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on August 7, 2023. All other terms and conditions of the Agreement remain in force.

Sou DocuSigned by:

By: C0FD2A139D06489..., Its: **Director of Operations & Procurement/CPO**

Name printed or typed: **Jeremy Schwartz**
2/4/2022 | 9:15 AM CST
Date

Sha DocuSigned by: **ring Services, Inc. dba Shaw Sports Turf**

By: B8CD067AF75B495..., Its: **Director of Specialty Projects**

Name printed or typed: **Chris Small**
2/4/2022 | 8:35 AM PST
Date

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Shaw Contract Flooring Services, Inc. dba Shaw Sports Turf

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
None			

Proposer's Signature: _____

Date: May 30, 2018

Chris Small, Director of Specialty Projects

NJPA's clarification on exceptions listed above:

Sourcewell, formerly known as NJPA, received this document blank.



Contract Award
RFP #060518

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

ATHLETIC SURFACING WITH RELATED MATERIALS, SUPPLIES, INSTALLATION, AND SERVICES

In compliance with the Request for Proposal (RFP) for ATHLETIC SURFACING WITH RELATED MATERIALS, SUPPLIES, INSTALLATION, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Shaw Contract Flooring Services, Inc. dba Shaw Sports Turf

Date: May 30, 2018

Company Address: 185 South Industrial Boulevard

City: Calhoun

State: GA

Zip: 30721

CAGE Code/DUNS: 01-563-3241

Contact Person: Jimmy Marshall

Title: Director of Cooperative Sales

Authorized Signature: _____

Chris Small, Director of Specialty Projects

(Name printed or typed)

FORM E

CONTRACT ACCEPTANCE AND AWARD



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

Sourcewell Contract #: 060518-SII

Proposer's full legal name: Shaw Contract Flooring Services, Inc. dba Shaw Sports Turf

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

The effective date of the Contract will be August 7, 2018 and will expire on August 7, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

Jeremy Schwartz

7B144D620E084E3

SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

Chad Coquette

3F75ED2B8A947446

SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on August 3, 2018

Sourcewell Contract # 060518-SII

Vendor Authorized Signatures:

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

Vendor Name Shaw Contract Flooring Services, Inc dba Shaw Sports Turf

Authorized Signatory's Title Director of Specialty Projects

[Signature]

VENDOR AUTHORIZED SIGNATURE

Chris Small

(NAME PRINTED OR TYPED)

Executed on 8/6, 2018

Sourcewell Contract # 060518-SII

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Shaw Contract Flooring Services, Inc. dba Shaw Sports Turf

Address: 185 South Industrial Boulevard

City/State/Zip: Calhoun, GA 30721

Telephone Number: 706.625.7901

E-mail Address: jimmy.marshall@shawinc.com

Authorized Signature: _____

Authorized Name (printed): Chris Small

Title: Director of Specialty Projects

Date: 5/31/2018

Notarized



Subscribed and sworn to before me this 31st day of May, 20 18

Notary Public in and for the County of Gordon State of Georgia

My commission expires: 7-19-19

Signature: _____

Form P



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Shaw Contract Flooring Services, Inc. d/b/a Shaw Sports Turf

Questionnaire completed by: Jimmy Marshall

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Our payment terms are net 30. Shaw Sports Turf progress billings are based on percentage of completion of the construction contract. A schedule of values will be issued with each contract.

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Yes. Our financing plans provide your members with flexible payment terms tailored to meet their needs. We offer financing through National Cooperative Leasing as well.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

After the consultative sales process and pricing is completed, a contract between Shaw Sports Turf and the NJPA member is written. The regional project manager will become the primary contact for the NJPA member. Shaw Sports Turf can write the contract or execute a contract written by the member themselves. This contract protects both parties on a construction project of this magnitude. Execution of this contract is the order placement. (Please note that all contracts are subject to credit approval by Shaw Financial Services.)

Once the contract is fully executed, the process of shop drawings and submittals is initiated. With each field being a custom design for the member, the approval process is the key to progressing to the manufacturing stage.

Custom manufacturing of each field takes approximately 21 days to complete, and requires between 1 and 4 days shipping time depending on the members project location.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Yes, with a 2.5% administrative fee added to the contract value.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?

The Shaw Sports Turf warranty covers the synthetic turf system to include the installation. Shaw Sports Turf does not warranty the base under the synthetic turf system.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

No

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

Yes

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

No, we can provide warranty repairs in all areas of the US.

If any warranty-related issues arise, your member will contact our warranty department within 30 days of the issue arising at 866-703-4004. A certified Shaw Sports Turf technician will be dispatched to assess the claim. Once the claim is assessed and determined to be a covered warranty claim, the repair is scheduled and completed.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

We do not warranty other manufacturers' products. Warranty issues from other manufacturers' products are typically passed on to the original manufacturer.

- What are your proposed exchange and return programs and policies?

There is no exchange and return program because these products are custom made for your members.

6) Describe any service contract options for the items included in your proposal.

We are offering multiple levels of maintenance plans to NJPA's members. Details and pricing of these plans are included in the Value Added Attributes section, question #27.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Shaw Sports Turf products provide solutions for all synthetic turf needs. Our product line ranges from the supply and installation of our highly engineered sports surfaces, customized sports inlay packages, maintenance equipment, three levels of maintenance programs, and our HydroChill turf cooling technology, removal of existing surfaces and rework of existing bases.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

The price structure we have submitted is our guaranteed not-to-exceed pricing (ceiling pricing) for all of our products. A single low price scenario is difficult to quantify due to multiple variances across the geographical map of your membership.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Each product has a ceiling price that is discounted a minimum of 3% from our published pricing; however, each project is priced based on the specific circumstances. Typically, the final negotiated pricing results in a much greater discount from the published list price.

10) The pricing offered in this proposal is

- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☐ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☒ d. other than what the Proposer typically offers (please describe).

Our pricing structure is based on not-to-exceed values. Each project is priced according to size and scope.

11) Describe any quantity or volume discounts or rebate programs that you offer.

Volume discounts are considered on a project-by-project basis.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

This is not applicable based on our pricing model.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Applicable taxes are the only items not included in our pricing submitted with our proposal response.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Freight is included in our pricing.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Freight rates for material and equipment to Alaska and Hawaii will be added to the not-to-exceed rates and will be shared with the NJPA member during the final project negotiation.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

As a vertically integrated company, we control the majority of our processes from fiber extrusion to turf manufacturing, delivery and reclamation, ensuring your members' satisfaction from start to finish. We own the largest private transportation fleet in the industry, comprised of more than 800 trucks, 3,000 trailers and 29 Regional Distribution Centers (RDCs), which allows us to maintain an on-time delivery rate of 96%.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

Each NJPA project will be audited by our Accounting Manager on a monthly basis to ensure compliance with our contract with NJPA.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We are proposing a 2% administrative fee for your facilitation, management and promotion of the NJPA contract.

Industry-Specific Questions

- 19) Identify the categories in which you provide solutions: wood, turf, rubber, and/or synthetic.

Shaw Sports Turf products provide solutions for all synthetic turf needs. Our product line includes: highly engineered sports surfaces, customized sports inlay packages, maintenance equipment, installation services and three levels of maintenance programs.

- 20) Specifically describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.

We are vertically integrated from manufacturing to field construction, allowing for complete quality control and superior service throughout installation and long after the sale. Our service is second-to-none. From maintenance training on how to properly care for your field to annual check-ups and pre-season grooming, we are committed to providing a high level of responsiveness and a personal level of customer care. Some of our unique attributes are:

- Our ability to offer financing for your members
- More than 2,500 successful installations including the Baltimore Ravens and Cleveland Browns
- Innovative products such as HydroChill, which provide up to 50° cooler surface temperatures
- GeoFill, our environmentally friendly infill system made of 100% plant derived materials
- FIFA compliant products and installations, evaluated for material construction, durability, player/surface interaction, ball/surface interaction and field construction
- Reclamation services for old fields, allowing used turf to be reused and repurposed

- 21) Describe any serviceability attributes that your offered solutions contain. Please indicate which of these attributes are considered "industry-expected attributes" and which you believe are "vendor differentiators."

We are offering three levels of maintenance plans to NJPA's members. Details and pricing of these plans are included in our product offering section.

- 22) Please explain the installation and maintenance services that are available.

Training on maintenance and care is conducted following the installation of our products. This training is a standard operation for each project and is included as part of each member's purchase. Additional or follow-up training is also available.

Signature: _____



Date: May 30, 2018

Chris Small, Director of Specialty Projects

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



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

Rachel Laurie Riddle
Chief Examiner

November 5, 2021

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

To Whom It May Concern,

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

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

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

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

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Musco Sports Lighting LLC for repairs to lightning damaged field lighting at Medal of Honor Park.

CIP.

Amount of Contract:

\$29,160.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220511 Musco Agenda Package POs	Cover Memo	5/11/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	5/12/2022 - 2:34 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>9436</u>	2022	(3035) FACILITY MAINTENANCE	REPAIRS TO LIGHTNING-DAMAGED FIELD LIGHTING AT MEDAL OF HONOR PARK (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT)	\$29,160.00	<u>(278697) MUSCO SPORTS LIGHTING LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009436-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor
 MUSCO SPORTS LIGHTING LLC
 100 1ST AVENUE WEST

Ship To
 MECHANICAL SYSTEMS
 850 OWENS STREET

OSKALOOSA, IA 52577

MOBILE, AL 36604
 MYRA.JACKSON@CITYOFMOBILE.ORG

Tel#800-808-6020
 Fax 641-672-4740

Delivery Reference
 CLIFTON THOMAS

Deliver To
 MECHANICAL SYSTEMS
 850 OWENS STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/04/22	278697	05/04/22			FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER YOUR QUOTE AND SOURCEWELL CONTRACT # 071619-MLS MASTER PROJECT 199030 INSTALLATION CHARGE	1.00	29160.00000	29160.00
	LOT			

Additional Description Notes

LABOR, MATERIAL, LIFT AND FREIGHT TO INSTALL (8)NEW LED FIXTURES, (1) NEW
 POLE HARNESS, (1)QUAD CONTROLLER, (3)LED DRIVERS, (10) FUSES

Vendor Item

Inventory Item/Loc 12374

1	2000.80.00.0000.0000.0000.0000.44020. E C0703 .OPERSUPPLS.			29160.00
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Ship To
 MECHANICAL SYSTEMS
 850 OWENS STREET
 MOBILE, AL 36604
 Delivery Reference
 CLIFTON THOMAS

Deliver To
 MECHANICAL SYSTEMS
 850 OWENS STREET
 MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009436-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved
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Page 2

Vendor
 MUSCO SPORTS LIGHTING LLC
 100 1ST AVENUE WEST

Ship To
 MECHANICAL SYSTEMS
 850 OWENS STREET

OSKALOOSA, IA 52577

MOBILE, AL 36604
 MYRA.JACKSON@CITYOFMOBILE.ORG

Tel#800-808-6020
 Fax 641-672-4740

Delivery Reference
 CLIFTON THOMAS

Deliver To
 MECHANICAL SYSTEMS
 850 OWENS STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/04/22	278697	05/04/22			FACILITY MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
Requisition Link			
Requisition Total			29160.00

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

Account	Amount	Remaining Budget
E C0703 .OPERSUPPLS.	29160.00	.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	29160.00	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	05/09/22	CINDY KLOTZ	Auto approved by: 910519420
Approved	05/09/22	MICHELLE MELTON	Auto approved by: 910519420
Approved	05/09/22	CASSIE BOATWRIGHT	
Approved	05/10/22	BRENDA RHODES	Auto approved by: 910514227
Approved	05/10/22	TIFFANY HOLLINS	
Approved	05/10/22	RELYA MALLORY	Auto approved by: 910514227
Approved	05/11/22	DONNA MICHELE STANLEY	Auto approved by: 910518227
Approved	05/11/22	DONALD ROSE	Auto approved by: 910518227
Approved	05/11/22	SANDRA LEWIS	
Approved	05/11/22	JOHN PAINE	Auto approved by: 910518227

Authorized By: _____ Date: _____
 Signature

**Solicitation Number: #071619****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and, Musco Sports Lighting LLC, 100 1st Ave West PO Box 808, Oskaloosa IA 52577 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 27, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

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

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

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

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

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

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

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

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

14. INTELLECTUAL PROPERTY

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

15. PUBLICITY, MARKETING, AND ENDORSEMENT

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

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

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

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

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

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 8/28/2019 | 8:39 AM CDT

Musco Sports Lighting LLC

DocuSigned by:
By: James M. Hansen
B16F9CCB78A0420...
James M. Hansen
Title: Secretary
Date: 8/29/2019 | 9:33 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 8/27/2019 | 3:22 PM CDT

RFP #071619 - Sports Lighting with Related Supplies and Services

Vendor Details

Company Name: Musco Sports Lighting, LLC
Address: 100 1st Ave West
PO Box 808
Oskaloosa, IA 52577
Contact: Amanda Hudnut
Email: musco.contracts@musco.com
Phone: 800-825-6030
Fax: 641-672-1996
HST#: 42-1511754

Submission Details

Created On: Thursday May 30, 2019 11:07:29
Submitted On: Friday July 12, 2019 13:23:35
Submitted By: Jim Hansen
Email: jim.hansen@musco.com
Transaction #: 62e6e5f5-5e56-45ba-b461-305cf2583830
Submitter's IP Address: 216.248.100.66

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Musco Sports Lighting, LLC
2	Proposer Address:	100 1st Ave West PO Box 808 Oskaloosa, IA 52577
3	Proposer website address:	www.musco.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	James M. Hansen Secretary Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Amanda Hudnut Funding Resource Specialist Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ryan Tighe Lead Development Manager Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com

Company Information and Financial Strength

Line Item	Question	Response *
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7	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>Since 1976, Musco Sports Lighting, LLC (Musco/Musco Sports Lighting) has been providing sports lighting systems. Musco's mission has been to provide sports field and large area lighting solutions for public and private entities throughout the United States of America and internationally.</p> <p>Musco has been the industry leader in developing an industry leading lighting system that provides high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry.</p> <p>Throughout the history of Musco, we have had the pleasure of being the recipient of an Academy Award®, Emmy® Award and the Paul Waterbury Award for Excellence for Outdoor Lighting. Musco has also developed partnerships with Little League International and the United States Soccer Foundation, to name a couple.</p> <p>Musco has offices and manufacturing facilities in Oskaloosa, IA and Muscatine, IA. We have a workforce of approximately 1,000 Team Members located in these facilities and regional sales offices conveniently located around the United States of America (AZ, CA, CO, FL, IL, IN, MN, NJ, NC, OH, TX & VA). In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally.</p> <p>At Musco, we ensure that every member of our Lighting Services team is a sports lighting expert so you don't have to be. With more than 40 years as the sports-lighting industry leader, our Team Members will bring our vast experience to your fields. Regionally based for quick response, they specialize in routine maintenance, repairs, and analysis of any sports-lighting system.</p> <p>Along with our Lighting Services team, we have a fully staffed group of internal experts: Sales Representatives, Service Representatives, Parts Representatives, Project Coordinators, Project Planning Specialist, Schedulers, and Engineers. They will ensure your project flows smoothly and you get the results you expect. Another key part of our team is Control-Link Central™. Staffed 24/7, this team oversees on/off control, monitoring, and management of sports fields around the USA and globally.</p>
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8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>Light-Structure System™ with Total Light Control – TLC for LED® is for new outdoor lighting applications. It is engineered as 5 Easy Pieces™ designed to customer's needs utilizing our Light-Structure System™. Lights, structures, and electrical components are engineered to work together. This assures the designed lighting gets in place and stays there over the life of the system, while also maintaining and protecting the operation environment so the components continue to function. We've included features like easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the lighting system. This system includes our Control-Link® Control System and is covered by Musco's Constant 25™ Product Assurance & Warranty Program.</p> <p>SportsCluster® System with Total Light Control – TLC for LED® or Total Light Control – TLC for LED® Retrofit System is for outdoor and indoor applications. It is a modular photometric unit, factory aimed and tested, to perform from a customer's existing structures, making an easy retrofit lighting solution. This system includes our Control-Link® Control System and is covered by Musco's Constant 10™ Product Assurance & Warranty Program, contingent upon Musco's inspection and approval of existing structure and electrical wiring.</p> <p>Control-Link® Control System is for new and existing facilities. Control-Link® is a reliable, cost effective system that helps control, monitor, and manage your new or existing recreation facility lighting or any other electrically operated equipment. The Control-Link® System includes our exclusive Control-Link Central™ team, staffed 24/7 to assist you with your scheduling and reporting needs. Our system can save you time, hassle, energy, and staff costs. Control-Link® makes your job easier and provides ongoing savings for your operating budget. Through the use of Musco's Control-Link® system we have ability to remotely monitor the lighting system. The system monitors the amperage of each individual pole at a specified facility. This gives Musco the ability to know when an issue occurs.</p> <p>Installations services are available on a per project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.</p> <p>Musco Sports Lighting has over 130 Team Members dedicated to operating and maintaining customer lighting around the USA. Regionally based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports-lighting systems. Our Control-Link Central™ is staffed 24/7 with trained operators whom provide scheduling and report assistance, along with one-on-one phone training. Proactive nightly testing is done to assure customers control systems are operating properly and field operations are constantly monitored.</p> <p>Along with our Lighting Services and Control-Link Central™ teams, we have a fully staffed group of internal experts: Sales Representatives, Service Representatives, Parts Representatives, Project Coordinators, Project Planning Specialist, Schedulers, and Engineers. They will ensure your project flows smoothly and you get the results you expect.</p>
9	What are your company's expectations in the event of an award?	Musco became an awarded Sourcewell vendor in 2014. Using this tool in our sales toolbox, we have seen the yearly Sourcewell sales significantly increase in a short 4 year period of time. We look forward to continuing to educate eligible members and our Musco Team Members on the benefits of Sourcewell.
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see uploaded letters from Wells Fargo Bank, N.A. & Travelers Casualty and Surety Company of America. Also included is a copy of our current insurance certificate.
11	What is your US market share for the solutions that you are proposing?	Currently, Musco's sports lighting systems & solutions make up approximately 80% of the US market share.
12	What is your Canadian market share, if any?	Currently, Musco's sports lighting systems & solutions make up approximately 50% of the Canadian market share
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Musco Sports Lighting, LLC has not been the subject to any voluntary or involuntary bankruptcy, insolvency or receivership proceeding.

14	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Musco Sports Lighting is a manufacturer of sports lighting and large area lighting systems. Musco has a sales force of over 80 dedicated Sales Team Members throughout the United States & Canada. Musco has sales offices conveniently located around the United States of America (AZ, CA, CO, FL, IL, IN, MN, NJ, NC, OH, TX & VA). These team members are employed by Musco.</p>
15	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada and complies with applicable federal, state, local, and industry laws for each purchasing customer. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co. Please reference the uploaded Musco Contractor License information.</p> <p>As a General Contractor, Musco selects and contracts with local subcontractor organizations that meet our quality standards and can fulfill our time constraints to perform the type of work outlined in this RFP. Musco does obtain license verification and insurance certificates for all subcontractors whom work with us.</p> <p>Musco Sports Lighting, LLC has UL Product Certifications for:</p> <ul style="list-style-type: none"> High-Intensity Discharge Surface-Mounted Luminaires: UL Number E33316 Management Equipment, Energy: UL Number E139944 Industrial Control Panels: UL Number E204954 Emergency Lighting and Power Equipment: UL Number E311491 Luminaire Fittings: UL Number E132445 Luminaire Poles in Excess of 12 ft (3.7m): UL Number E325078 Devices, Scaffolding: UL Number SA7004 Lightning Conductors, Air Terminals, and Fittings: UL Number E337467 Light-Emitting-Diode Surface-Mounted Luminaires: UL Number E338094 <p>Luminaries have been reviewed by UL to UL and CSA standards.</p>
16	<p>Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.</p>	<p>Musco Sports Lighting, LLC has not been the subject of any suspensions or disbarments.</p>
17	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>The scope of work of the RFP covers Musco products and services. Musco has no additional subcategories to suggest.</p> <p>Below is a list of keywords that best describe Musco's product and services.</p> <p>Sports Lighting, lighting, Musco, Musco Lighting, LED, lamp, LED lighting, fixtures, light fixtures, flood lights, flood light, light poles, field lighting, football lighting, soccer lighting, baseball lighting, softball lighting, tennis lighting, basketball lighting, arena lighting, parking lighting, transportation lighting, infrastructure lighting</p>

Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>During Musco's 43 years in the sports lighting industry, Musco & our Team Members have received quite a few awards and recognitions. Below is a listing of several recent awards & recognitions along with our more notable ones from years past.</p> <p>NIAAA Distinguished Service to Athletic Administration (Dina Neeley, NC) from the North Carolina Athletic Directors Association (2018)</p> <p>David Lose Partnership Award (Curt Mickey, KY) from the Kentucky Recreation and Park Society (2018)</p> <p>1st Prize of Lighting Design from the China Lighting Awards for China Tennis Center Diamond Court (2017)</p> <p>2nd Prize Lighting Design from the China Lighting Awards for Xinjiang Hongshan Basketball Arena (2017)</p> <p>The Excellence Award from the China Lighting Awards for Shanton University Sports Park (2017)</p> <p>Award for Merit from the IES® for the lighting design at the University of Arizona McKale Center (2015)</p> <p>Excellent Performer Award from DP World (2014)</p> <p>Sports Emmy® Award from the ten Academy of Television Arts & Sciences for lighting ESPN's telecast of the Winter X-Games (2012)</p> <p>Paul Waterbury Award of Excellence for Outdoor lighting from the IES™ for the innovative lighting design at Charlotte Motor Speedway (1993)</p> <p>Scientific and Engineering Award from the Academy of Motion Picture Arts and Services® (1985)</p> <p>Emmy® Award from the Academy of Television Arts & Sciences® for lighting NCAA football telecasts (1982)</p>
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 44% of Musco's current national sales are to government sector.
20	What percentage of your sales are to the education sector in the past three years	Approximately 46% of Musco's current national sales are to education sector
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco is an awarded vendor on several national and regional cooperative purchasing contracts. Please see the uploaded document titled "Musco Cooperative Information" for a summary of the cooperatives and approximate sales for 2016, 2017 and 2018.
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco Sports Lighting, LLC currently does not hold any GSA contracts.

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
City of Asheville Asheville, NC	Pete Wall Program Manager - Parks & Recreation	Phone 828-259-5815 Email pwall@ashevillenc.gov
Buffalo State SUNY Buffalo, NY	Michael Bonfante Assistant Design & Construction Coordinator Facilities Office	Phone 716-570-4034 Email bonfanmv@buffalostate.edu
City of Chesapeake Chesapeake, VA	Mike Barber Director - Parks, Recreation and Tourism	Phone 757-382-6411 Email mbarber@cityofchesapeake.net
Denver Public Schools Denver, CO	Josh Griesbach Facility Planner	Phone 720-423-1913 Email joshua_griesbach@dpsk12.org
University of Nebraska Lincoln Lincoln, NE	Amy Lanham Senior Associate Director Campus Recreation	Phone 402-472-9481 Email alanham2@unl.edu

Top Five Government, Education or Non-profit Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Local Government	Government	California - CA	Materials only	Approximately \$2.8M/project	Approximately \$8.5M	*
K-12 Public Education	Education	Texas - TX	Materials only	Approximately \$1.3M/project	Approximately \$6.6M	*
Local Government	Government	Virginia - VA	GC Turnkey	Approximately \$276K/project	Approximately \$5.7M	*
Local Government	Government	Nevada - NV	Materials Only	Approximately \$600K/project	Approximately \$5.4M	*
Local Government	Government	North Carolina - NC	GC Turnkey	Approximately \$596K/project	Approximately \$5.3M	*

Ability to Sell and Deliver Service to Sourcewell Members

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

Line Item	Question	Response *	
25	Sales force.	Musco has offices and manufacturing facilities in Oskaloosa, IA and Muscatine, IA. We have a workforce of approximately 1,000 Team Members located in these facilities and regional sales offices conveniently located around the United States of America (AZ, CA, CO, FL, IL, IN, MN, NJ, NC, OH, TX & VA). In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally. Musco has a sales force of over 80 dedicated Sales Team Members throughout the United States & Canada. These team members are employed by Musco.	*
26	Dealer network or other distribution methods.	Musco Sports Lighting has no agents or dealers authorized to represent the company. Musco's custom designed, engineered to order lighting systems must be purchased directly from the company.	*
27	Service force.	Musco Sports Lighting has over 130 Team Members dedicated to operating and maintaining customer lighting around the USA. Regionally based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports-lighting systems. Our Control-Link Central™ is staffed 24/7 with trained operators whom provide scheduling and report assistance, along with one-on-one phone training. Proactive nightly testing is done to assure customers control systems are operating properly and field operations are constantly monitored.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Musco Sports Lighting has over 130 Team Members dedicated to operating and maintaining customer lighting around the USA. Regionally based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports-lighting systems. Our Control-Link Central™ is staffed 24/7 with trained operators whom provide scheduling and report assistance, along with one-on-one phone training. Proactive nightly testing is done to assure customers control systems are operating properly and field operations are constantly monitored.	*
29	Identify any geographic areas that you will NOT be fully serving through the proposed contract.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Musco Sports Lighting will be able to fully serve all Sourcewell Members through the proposed contract.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Musco has no specific requirements or restrictions which apply to Sourcewell Members located outside the continental USA.	*

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Musco has several brochures available to market our product to Sourcewell members. A sampling of what we can supply is listed below and attached.</p> <ul style="list-style-type: none"> • World Class Leaders brochure • Always Ready to Play brochure • Light-Structure System™ with Total Lighting Control – TLC for LED® brochure • Retrofit Lighting Solutions TLC for LED® brochure • Large Area Lighting brochure • Indoor Sports Lighting Solutions brochure • Control-Link® Control System brochure <p>Musco Sports Lighting markets our products through tradeshow, conventions, direct mail and advertising. Musco does targeted, personalized marketing promotions to specific customer groups and would be able to provide information on Sourcewell as appropriate in those promotions. Our National Sales Team would promote Sourcewell by informing qualified customers of this available resource for their use in purchasing their sports lighting system.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Musco regularly provides updates about our team, product, services and projects via our web site (www.musco.com) & social media accounts (Twitter, Facebook & LinkedIn). In addition to the company ran social media accounts, our sales representatives each have a Twitter account that they post updates to on a regular basis.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Musco would anticipate that Sourcewell promotes Musco products and services to their Members through their web site, social media, tradeshow and publications. Musco became an awarded Sourcewell vendor in 2014. Using this tool in our sales toolbox, we have seen the yearly Sourcewell sales significantly increase in a short 4 year period of time. We look forward to continuing to educate eligible members and our Musco Team Members on the benefits of Sourcewell.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to Musco's custom designed, engineered to order lighting systems, our products and services are not available through any e-procurement ordering process.

Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Musco includes training with the purchase of our products. Our Control-Link Central™ is staffed 24/7 with trained operators whom provide scheduling and report assistance, along with one-on-one phone training.

37	Describe any technological advances that your proposed products or services offer.	<p>At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings.</p> <p>Musco's Light-Structure System™ has delivered long-term performance for thousands of customers around the world. Lights, structures, and electrical components are engineered to work together. This assures the designed lighting gets in the place and stays there over the life of the system, while also maintaining and protecting the operating environment so the components continue to function. We have included features like easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the LED's sensitive electronic components.</p> <p>For nearly a decade, the Musco Team has been testing the LED light source and applying it on projects where it was the best choice. We have researched LED's distinctive challenges and advantages and applied our knowledge of light control to the unique characteristics of the diode, assuring the quality of lighting for which Musco is known. We have paired our expertise in controlling light with the advancing output of LED to the point that we are confident it's a cost-effective option to consider for recreational facilities. Musco creates controlled light, not floodlights.</p> <p>LED brings many benefits and new opportunities, but it's a tool, not a solution. Controlling LED's intense, "rifle shot" of light is challenging. But with Total Light Control – TLC for LED®, we are able to achieve things never before possible – from pinpoint precision, to instant on/off, to varying light levels for different needs and sport presentation theatrics (choreographed light & music shows).</p> <p>The key issue in sports lighting haven't changed: generating light, projecting it onto the target, keeping it out of the neighborhood and night sky, and creating an operating environment that allows it to last in real world conditions. Musco is able to carve out the area to be lighted and dramatically cut off any impact on the surrounding area. We use more of the light produced by the fixture, lose less light, and don't abuse the neighborhood.</p> <p>With cities and recreational needs growing faster than ever, it's critical to maximize the available resources and make solid decisions about managing and expanding facilities. The Control-Link® System is a reliable, cost-effective control system that helps control, monitor, and manage recreation facility lighting. It can control existing lighting systems and other electrically-operated equipment. Whether for new lighting systems or to upgrade existing lights, the Control-Link® system includes our Control-Link Central™ team, the on-site Control-Link® equipment, and an industry-leading warranty. Our exclusive Control-Link Central™ team is staffed 24/7 to assist with your scheduling and reporting needs.</p> <p>Musco's Light-Structure System™ with Total Light Control – TLC for LED® is backed by an industry-leading 25 year warranty. Musco's Constant 25™ Product Assurance & Warranty program covers all materials and labor to maintain operation of its lighting system to original design criteria for 25 years.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Musco is committed to excellence and leadership in the protection of the environment, and the implementation of sustainable guidelines. We minimize the emissions to air, water, and land through programs to reduce pollution at its source and will conserve energy through the use of energy efficient lighting systems.</p> <p>Product:</p> <ul style="list-style-type: none"> • Musco's Green Generation Lighting® (HID) and TLC for LED® technology are 30 to 80 percent more energy efficient than traditional lighting equipment. • Customized optics direct light onto the desired surface, reducing wasted light into the surrounding area. • Control-Link® system provides remote on/off control, allowing customers to schedule our light systems to help maximize energy efficiency. • Eases pollution by eliminating or reducing the use of hazardous substances and reducing greenhouse gas emissions. <p>Manufacturing:</p> <ul style="list-style-type: none"> • On-site waste management includes recycling manufacturing scrap materials, wooden skids, paper and other packaging materials. • Packaging of our Light-Structure System™ contains between 30 to 50 percent recycled material. • Reusable packaging is used to move components from original fabrication through the complete manufacturing process. • During the spot maintenance and complete system lamping provided by Musco, all HID lamps are recycled to salvage both the mercury and glass. • Reuse water during the manufacturing process and conserve water when possible. <p>Office:</p> <ul style="list-style-type: none"> • Electronic components that are not re-usable due to equipment failure or are below minimum requirements are recycled through and E-Waste Facility. • Use geothermal heating and air conditioning to minimize energy consumption. • Our facilities have automatic toilets and faucets to minimize water usage.

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Musco currently does not hold any third-party issued eco-labels, ratings or certifications for our products. With sports lighting being a small piece of the U.S.A. lighting marketplace, categories just don't exist for this type of product. Musco has been the industry leader in developing an industry leading lighting system that provides high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Musco Sports Lighting, LLC is not a Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<p>Musco Sports Lighting provides a custom designed, engineered to order lighting systems, from foundation to pole top that operates as a complete system. The lighting system comes with our Constant 25™ or Constant 10™ Product Assurance & Warranty Program. Musco's Constant 25™ or Constant 10™ not only covers your product for 25 or 10 years, it guarantees that your light levels will not drop below the designed performance for the warranty period. Musco also includes our Control-Link® system that provides the customer assurance their system will be maintained by Musco for the warrantied period.</p> <p>At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings.</p>	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Musco Sports Lighting, LLC has the ability and willingness to provide our products and services to Sourcewell Member agencies in Canada. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*

Warranty

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

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents. Under the Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program, Musco pays any upfront cost for shipping cost, installation cost, any associated rental equipment cost & disposal cost for the replaced equipment.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	With Musco's TLC for LED®, there is no hour usage restriction for our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program but we do ask for expected usage hours to meet design criteria of the project.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, the Musco Constant 25™ and Musco Constant 10™ Product Assurance & Warranty Program covers the technicians travel time and mileage to perform any warranty repairs.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Musco will be able to cover all geographic regions of the United States & Canada with our Lighting Services Team that is comprised of trained technical employees specializing in sports lighting that provide field maintenance, warranty work, consulting and temporary lighting. They are regionally based to effectively provide service in every state & Canada. Musco also has a network of contractors located throughout the United States and Canada that we utilize to install and maintain our lighting systems per Musco Constant 25™ and Musco Constant 10™ documents.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, items included in the scope of the Musco sports lighting design, Musco will cover warranty service for those items.	*
48	What are your proposed exchange and return programs and policies?	Due to Musco's custom designed, engineered to order lighting systems, therefore does not require an exchange and return program. Any defective on arrival product or repairs are covered by the Musco Constant 25™ and Musco Constant 10™ Product Assurance & Warranty Program.	*
49	Describe any service contract options for the items included in your proposal.	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents.	*

Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Musco's payment terms are Net 30. A service charge of 1 ½% per month (annual percentage rate of 18%) will be charged on all invoices 30 days past due.	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>Musco Finance™ was established in 2006, it provides competitive financing solutions that enable customers to realize the benefits of Musco products and services. Hundreds of customers have used these solutions to complete their lighting projects. Musco Finance™ has provided budget-accommodating financing for governmental, commercial, and not-for-profit entities throughout the United States of America.</p> <p>The municipal lease-purchase program, offered by Musco Finance™ provides the funding opportunity many public entities need for facility improvements such as sports lighting. The program provides a flexible, cost-effective means of funding essential renovations and, in many areas, may eliminate much of the time and expense associated with selling bonds for a project. A known set expense can be budgeted annually; freeing entities from budget uncertainties and lowering cash flow impact.</p>	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<ul style="list-style-type: none"> Establish the value & price for the lighting solution with which the customer is comfortable. Present information about Sourcewell as a means by which they can purchase what they want at a beneficial price without having to go through the public bid process. Educate the customer about Sourcewell benefits and the ease of using this cooperative purchasing agreement. Provide the customer with the link to become a Sourcewell Member, if not already. Provide quote reflecting the Sourcewell contract number and award expiration date to customer. Receive PO from customer reflecting that the purchase was utilizing the Sourcewell contract (contract number stated on PO). On a quarterly basis, pull report of Sourcewell purchases, submit & remit payment to Sourcewell. To be submitted using the reporting template provided by Sourcewell. 	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Musco Sports Lighting currently does not accept P-card procurement cards.	*

Pricing and Delivery

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

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Musco Sports Lighting provides a custom designed, engineered to order lighting system, pricing is based per the RFP. This price list should not be considered complete and exhaustive due to the nature of each project being a unique, custom design build situation. Extreme spill and glare concerns, pole locations, and wind zone variance may affect price. RFP quoted pricing is for the most common field designs based on structural code and utilizing IBC 2012, 115 mph, Exposure C.</p> <p>Installations services are available on a per project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.</p>
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount from list prices offered under this RFP is 5%. The attached price list already takes into account the 5% discount.
56	Describe any quantity or volume discounts or rebate programs that you offer.	As Musco is a custom designed, engineered to order lighting system, there is no quantity or volume discounts available.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Musco will work with the Sourcwell member with the regard to pricing and delivery of any open market and/or non-standard options which would be desired, agree upon desired outcome, reflect this in the customer quote for customer use in issuing a purchase order.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	As Musco is a custom designed, engineered to order lighting system, pricing is based per the RFP. The pricing can also include equipment installation. Labor and materials for the complete installation include, foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index. If the construction project requires, Musco offers pre-shipment of the precast concrete bases. The additional cost for the pre-shipment of the precast concrete bases will vary depending on the location of the lighting project.
59	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	Musco's pricing includes delivery within the State of Minnesota to the job site and are for lighting systems materials only. Additional freight cost may be incurred outside the State of Minnesota.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Musco has no specific requirements in regards to Alaska, Hawaii, Canada, or any offshore delivery.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Musco Sports Lighting offers custom designed, engineered to order lighting systems. Products are directly purchased from the company as we have no agents or authorized dealers. When you purchase a complete lighting system from Musco, it is delivered from our dedicated transportation company with Musco Lighting signage on the trucks.

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	A self-audit process is in place specifically intended to verify compliance of cooperative purchasing contracts. <ul style="list-style-type: none"> • Sales Administrator pulls quarterly contract sales report for the cooperative purchasing contract and its associated fee for that time period. • Each contract project PO is checked and validated that it is an awarded contract purchase • Project awarded contract fee is validated as correct • When validation complete, report sent to cooperative purchasing organization • As a checks & balance process, Funding Resource Specialist pulls a Method of Purchase by type report on a quarterly basis and a comparison is done with quarterly contract sales reports to ensure totals for an awarded contract matches on both reports • Invoice documents for projects of a contract member are available for review upon request
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Musco Sports Lighting, LLC proposes a 2% administrative fee calculated as a percentage of the customer contract sales price.

Industry Specific Questions

Line Item	Question	Response *
65	Describe the average life span of your sports lighting systems?	In 2005, Musco started our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Programs (coverage depends on the lighting system and the original design criteria). Musco has several lighting systems that are over 35 years old that are still in operation today.
66	Describe your process for evaluating on field and off site glare for your sports lighting products?	Musco measures both on field & off site glare by looking at luminous intensity (candela) at various locations. This evaluation is done during the design state of the project. On field – Musco's goal is to have no more than 500 candela at the home plate location while looking at the outfield poles. Similarly, our outfield positions will have no more than 500 candela while looking at the infield poles. Off site – Musco strives to achieve candela equal to or less than 7,000 candela at 150' perimeter around the field. Candela is measured at 5' above grade at 150' perimeter.
67	How many LED sports lighting fixtures, within approx. 1,000 fixtures, do you currently have installed in the marketplace?	Musco Sports Lighting has been developing LED lighting solutions since 2008. Musco's first LED sports application was installed on a soccer field in 2010. Since that time, Musco has installed hundreds of thousands of LED sports lighting fixtures. This is more than any other sports lighting manufacturer in the marketplace.
68	Are there any additional or on-going fees in regards to the operation of your lighting control system?	With Musco's Control-Link®System, there are no additional or on-going fees (including cellular and/or data charges) in regards to the control, monitoring, remote connectivity and alerts of your sports lighting system during the warranted period (25 or 10 years).
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	On a monthly basis, Musco is looking at the total number of projects sold & and how they breakdown by method of purchase (bid, competitive negotiation, cooperative purchase & direct purchase). Several times during the year, we break down the method of purchase by each cooperative purchase contract. These numbers are compared to the previous timeframes and evaluated.

Exceptions to Terms, Conditions, or Specifications Form

Line Item 67. **NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

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

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 - 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 - 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 - 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - Financial.zip - Tuesday July 09, 2019 14:14:13
 - [Marketing Plan/Samples](#) - Marketing Plan.zip - Tuesday July 09, 2019 08:09:48
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty.zip - Tuesday July 09, 2019 08:09:56
 - [Pricing](#) - Musco Sports Lighting Sourcewell RFP #071619 Pricing.pdf - Friday July 12, 2019 08:38:03
 - [Additional Document](#) - Company & Product Information.zip - Tuesday July 09, 2019 10:03:41

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

- 1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
- 2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
- 3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
- 4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
- 5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
- 6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

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

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

☐ Yes ☒ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

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



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

Rachel Laurie Riddle
Chief Examiner

November 5, 2021

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

To Whom It May Concern,

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

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

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

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

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Southern Lighting & Traffic Systems for 30 precast concrete light pole foundations for Electrical Dept.

General fund.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220512 Southern Agenda Package POs	Cover Memo	5/12/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	5/12/2022 - 2:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>7765</u>	2022	(2062) ELECTRICAL	30 PRECAST CONCRETE LIGHT POLE FOUNDATIONS (SEALED BID 5673)	\$37,500.00	<u>(278464)</u> <u>SOUTHERN</u> <u>LIGHTING &</u> <u>TRAFFIC</u> <u>SYSTEMS</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007765-00 FY 2022 Acct No: 1000.40.20.3005.2062.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 1
----------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------	--------

Vendor SOUTHERN LIGHTING & TRAFFIC SYSTEMS 113 INDUSTRIAL PARK DRIVE CUMMING, GA 30040 Tel#205-999-1950	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604
-----------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/15/22	278464				ELECTRICAL

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

001 AS PER YOUR QUOTE AND MY BID 5673 PRECAST CONCRETE LIGHT POLE FOUNDATION, 24" DIA X 6' FT LONG, INCLUDED WITH 1" X 36" ANCHOR BOLTS, CLASS A REINFORCED CONCRETE PER PROVIDED SPECIFICATION, INCLUDED WITH TWO-2" CONDUITS AND ONE-1" CONDUIT INSTALLED PRIOR TO CASTING AS SPECIFIED. NPCA OR PCI CERTIFIED PLANT FOR PRECAST CONCRETE MATERIALS. Additional Description Notes ----- POLES MUST MEET CITY PROVIDED DRAWING SPECIFICATION. THIS WILL BE 2 TRUCK LOADS @ 15 PER TRUCK Vendor Item	30.00 EACH	1250.00000	37500.00
1 1000.40.20.3005.2062.3005.0000.0000.44020.			37500.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007765-00 FY 2022 Acct No: 1000.40.20.3005.2062.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor SOUTHERN LIGHTING & TRAFFIC SYSTEMS 113 INDUSTRIAL PARK DRIVE CUMMING, GA 30040 Tel#205-999-1950	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604
-----------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/15/22	278464				ELECTRICAL

LN Description / Account	Qty	Unit Price	Net Price
Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 37500.00

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

Account 1000.40.20.3005.2062.3005.0000.0000.44020.	Amount 37500.00	Remaining Budget 232036.64
ELECTRICAL EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
CCancelled	05/12/22	SANDRA LEWIS	GL Allocation changed
CCancelled	05/12/22	SANDRA LEWIS	Requisition item removed chang
Rejected	04/07/22	SANDRA LEWIS	need specs see mary beth
Approved	05/12/22	DONNA MICHELE STANLEY	Auto approved by: 910518227
Approved	05/12/22	DONALD ROSE	Auto approved by: 910518227
Approved	05/12/22	SANDRA LEWIS	
Approved	05/12/22	JOHN PAINE	Auto approved by: 910518227

=====	=====
Bill To	Requisition 00007765-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2062.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
=====	=====

Vendor	Ship To
SOUTHERN LIGHTING & TRAFFIC SYSTEMS	ELECTRICAL
113 INDUSTRIAL PARK DRIVE	854 GAYLE STREET
CUMMING, GA 30040	MOBILE, AL 36604
	DLOVE@CITYOFMOBILE.ORG
Tel#205-999-1950	
	Delivery Reference
	DIANNA LOVE
	Deliver To
	ELECTRICAL
	854 GAYLE STREET
	MOBILE, AL 36604

-----	-----
Date	Vendor
Ordered	Number
	Required
	Via
	Terms
	Department
-----	-----
04/15/22	278464
	ELECTRICAL
-----	-----

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

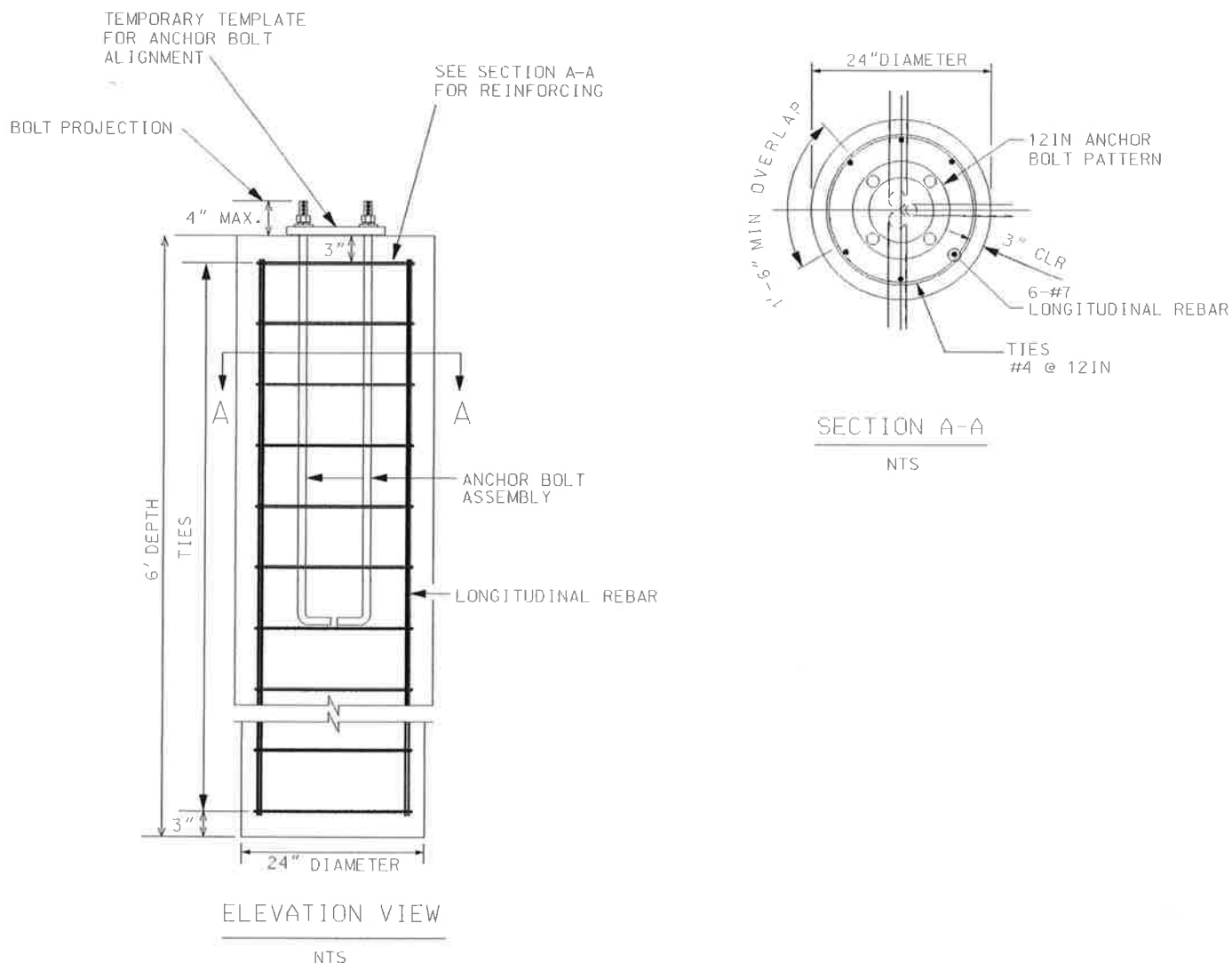
Signature

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

Page _____ of _____

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PRECAST LIGHT POLE FOUNDATION



PRECAST CONCRETE FOUNDATION NOTES:

- (1) CONCRETE SHALL BE CLASS A AND SHALL MEET STANDARDS AS PROVIDED IN SECTION 501 OF THE ALDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
- (2) TOP OF FOUNDATION SHALL BE FINISHED WITH 1 INCH CHAMFERED EDGE.
- (3) PRECAST FOUNDATION MUST ORIGINATE FROM A NPCA OR PCI CERTIFIED PLANT.
- (4) PRECAST FOUNDATION SHALL INCLUDE THREE CONDUITS AS ILLUSTRATED IN SECTION A-A. TWO SHALL BE 2 INCH PVC ORIENTED AT 0 AND 180 DEGREES. ONE SHALL BE 1 INCH PVC ORIENTED AT 90 DEGREES. ALL THREE CONDUITS SHALL EXTEND INTO THE FOUNDATION NO LESS THAN 2 FEET AND NO MORE THAN 4 FEET. ALL CONDUIT SHALL BEND 90 DEGREES AND EXTEND OUTWARD FROM THE SIDE WITH A 9.5 INCH RADIUS ELBOW FOR THE 2 INCH CONDUIT AND 5.75 INCH RADIUS FOR THE 1 INCH CONDUIT. ALL CONDUIT SHALL EXTEND FROM THE TOP AND SIDES OF THE FOUNDATION BY AT LEAST 3.5 INCH.
- (5) ANCHOR BOLT TEMPLATE SHALL BE FOR A 8.5 INCH X 8.5 INCH, 12 INCH ANCHOR BOLT CIRCLE. ANCHOR BOLTS SHALL BE 1 INCH DIAMETER BY 36 INCH LONG L-SHAPED EACH COMPLETE WITH FLAT WASHER AND NUT.
- (6) REINFORCING SHALL BE AS ILLUSTRATED IN SECTION A-A.



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



ADDENDUM

APRIL 22, 2022

RE: City of Mobile Bid #5673 PRECAST CONCRETE POLE BASES

Please consider the following to be addendum to City of Mobile Bid #5673 for Precast Concrete Pole Bases.

ADD

Drawings for Concrete Pole Bases

If you have any questions please feel free to contact us at purchasing@cityofmobile.org.

Sincerely,


John Paine
Purchasing Agent
City of Mobile



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Blue Planet AVL for for 2 Lycian 1290 XLT spotlights with 2000W Xenon lamps for the Saenger Theatre.

US Small Business Administration Shuttered Venue Operations Grant

Amount of Contract:

\$32,486.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220512 Blue Agenda Package POs	Cover Memo	5/12/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	5/12/2022 - 3:02 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>3681</u>	2022	(2590) GRANT MANAGEMENT	2 LYCIAN 1290 XLT SPOTLIGHTS WITH 2000W XENON LAMPS FOR SAENGER THEATRE (SEALED BID 5670)	\$32,486.00	<u>(297798) BLUE PLANET AVL</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003681-00 FY 2022 Acct No: 5025.10.00.0000.0000.0000.0000.49040. Review: Buyer: 910518227 Status: Released	Page 1
----------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------	--------

Vendor	Ship To SAENGER THEATER 6 SOUTH JOACHIM STREET MOBILE, AL 36602 TIFFANY.LEVY@CITYOFMOBILE.ORG Delivery Reference SHEREE SELF-SAENGER THEATRE Deliver To SAENGER THEATER 6 SOUTH JOACHIM STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/14/22	00000				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER YOUR QUOTE AND MY BID 5670 LYCIAN 1290 XLT SPOTLIGHT WITH USHIO #5001434, UXL-20SC, 2000 WATT XENON LAMP Additional Description Notes	2.00 EACH	15798.00000	31596.00
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VENDOR TO PROVIDE 1290 XLT 2K XENON LYCIAN 1290 XLT SPOTLIGHT WITH USHIO #5001434, UXL-20SC, 2000 WATT XENON LAMP

1	5025.10.00.0000.0000.0000.0000.49040. E G-SBASVOG .MISCGRTEXP.			31596.00
---	-------------------------------------------------------------------	--	--	----------

Ship To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644
 Delivery Reference
 SHEREE SELF-SAENGER THEATRE

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003681-00 FY 2022 Acct No: 5025.10.00.0000.0000.0000.0000.49040. Review: Buyer: 910518227 Status: Released	Page 2
----------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------	--------

Vendor	Ship To SAENGER THEATER 6 SOUTH JOACHIM STREET MOBILE, AL 36602 TIFFANY.LEVY@CITYOFMOBILE.ORG Delivery Reference SHEREE SELF-SAENGER THEATRE Deliver To SAENGER THEATER 6 SOUTH JOACHIM STREET MOBILE, AL 36602
--------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/14/22	00000				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
002	SHIPPING,PER CRATE, ONE FOR EACH SPOTLIGHT Additional Description Notes SHIPPING,ONE CRATE PER LIGHT	1.00 EACH	890.00000	890.00

1	5025.10.00.0000.0000.0000.0000.49040. E G-SBASVOG .MISCGRTEXP.			890.00
---	-------------------------------------------------------------------	--	--	--------

Ship To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644
 Delivery Reference
 SHEREE SELF-SAENGER THEATRE

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

Requisition Link

Requisition Total	32486.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-SBASVOG .MISCGRTEXP.	32486.00	136961.20

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003681-00 FY 2022 Acct No: 5025.10.00.0000.0000.0000.0000.49040. Review: Buyer: 910518227 Status: Released	Page 3
----------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------	--------

Vendor

Ship To
SAENGER THEATER
6 SOUTH JOACHIM STREET

MOBILE, AL 36602
TIFFANY.LEVY@CITYOFMOBILE.ORG

Delivery Reference
SHEREE SELF-SAENGER THEATRE

Deliver To
SAENGER THEATER
6 SOUTH JOACHIM STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/14/22	00000				GRANT MANAGEMENT

Account	Amount	Remaining Budget
Account	Amount	Remaining Budget
5025.10.00.0000.0000.0000.0000.49040.		
	32486.00	232036.64
COVID-19 GRANTS EXP	GRANTS EXPENDITURES	

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

Activity	Date	Clerk	Comment
Canceled	05/12/22	SANDRA LEWIS	GL Allocation, GL Allocation c
Approved	12/28/21	TAYLOR HARRIS	
Approved	12/28/21	REBECCA CHRISTIAN	Auto approved by: 910518653
Approved	12/28/21	RANDY THREADGILL	Auto approved by: 910518653
Forward	03/14/22	TAYLOR HARRIS	PLEASE REVIEW & APPROVE OR REJ
Approved	03/14/22	NANCY NGUYEN	
Approved	03/14/22	REBECCA CHRISTIAN	Auto approved by: 910519069
Approved	03/14/22	RANDY THREADGILL	Auto approved by: 910519069
Forward	12/28/21	JOHN PAINE	S
Rejected	01/08/22	SANDRA LEWIS	NEED SPECIFICATIONS FROM DEPT
Forward	03/14/22	JOHN PAINE	S
Queued	05/12/22	TAYLOR HARRIS	S
Queued	05/12/22	REBECCA CHRISTIAN	S
Queued	05/12/22	RANDY THREADGILL	S
Pending		DONNA MICHELE STANLEY	S
Pending		DONALD ROSE	S
Pending		SANDRA LEWIS	S
Pending		JOHN PAINE	S

Authorized By: _____ Date: _____
Signature

LONG THROW SPOTLIGHT

127

Do Not Return Via Email or Fax

BID SHEET

This is Not an Order

Mailing Address:

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

**Purchasing Department
and Package Delivery:**

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

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

Typed by: sd Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
4/4/2022	5670	VARIOUS	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:00 PM, Friday, April 22, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	LONG THROW SPOT LIGHT					
Qty 1-5	LYCIAN 1290 XLT SPOTLIGHT WITH USHIO 5001434 UXL-20SC 2000 WATT XENON LAMP TO MEET THE FOLLOWING SPECIFICATIONS: 2KW XENON TYPE LAMPS WITH A SINGLE LEVER EFFECT SLOT WITH A VARIABLE FOCAL LENGTH ZOOM, OBJECTIVE LENS RAPID FOCUS KNOBS ON EACH SIDE NICHROME IRIS NICROME IRIS CHOPPING STUTTER GOBO HOLDER FADER CLEAR OPTICAL GRADE LENSES COLOR BOOMERANG LEFT/RIGHT HAND CONVERTIBLE TOP MOUNT CONTROLS 3 COOLING QUIET BLOWERS TILT BALANCE REMOVALBE POWER TRAY TROMBONE SLIDE MOUNTING FOLDING 3 LEG BASE					
PAGE 1 OF 3						
			TOTAL			

PAGE 1 OF 3

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p align="center">PAGE 2 OF 3</p> <p>QUICK TILT BALANCE ADJUSTABLE LIGHT MUST HAVE A SELF-CONTAINED POWER SUPPLY INTERNALLY SWITCHABLE TO OPERATE ON EITHER 100-120 OR 208-240VAC 50 OR 60 HZ</p> <p>MAKE _____ MODEL _____</p> <p>SPEC SHEET MUST ACCOMPANY BID</p> <p>THIS BID IS AWARDED ALL OR NONE</p> <p>Prices quoted on this bid are to be held firm for a period of six (6) months from date of award.</p> <p>At the option of the successful bidder and the City of Mobile, the prices may be extended for four (4) more six (6) month periods.</p> <p>All prices quoted are to be delivered prices F. O. B. Mobile. The City of Mobile Business License is required. See item 14 on reverse side of page 1.</p> <p>All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/</p> <p>If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.</p> <p>Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.</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 _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p align="center">PAGE 3 OF 3</p> <p>Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).</p> <p>Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.</p> <p>State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.</p> <p>See reverse side of page 1 of Bid for instructions and conditions.</p> <p>If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.</p> <p>THIS BID TO BE AWARDED ALL OR NONE</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 _____

By _____

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



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

Submitted by:

James Roberts, Neighborhood Development

Sponsored by:

William S. Stimpson, Mayor

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	5/12/2022 - 12:22 PM
Mayors Office	Montgomery, Brandi	Approved	5/12/2022 - 2:35 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to amend Chapter Six of the Mobile City Code in its entirety

Amount of Contract:

n/a

Effective Date of Contract:

5/31/2022

Funding Source

Project # Ordinance to Amend Chapter Six of the Mobile City Code

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	5/19/2022 - 2:31 PM
Legal	Kern, Chris	Approved	5/19/2022 - 2:33 PM
Mayors Office	Montgomery, Brandi	Approved	5/19/2022 - 2:53 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

Sponsored by:

Councilmember Gregory

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

5/19/2022 - 3:35 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

Submitted by:

Chief Paul O. Prine, MPD

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application in the amount of \$1,500,000.00 to the Department of Justice for the FY 2022 Office of Justice Programs Community Based Violence Intervention and Prevention Initiative. There is no match requirement.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds \$1,500,000.00

Matching Funds 0

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	5/17/2022 - 12:12 PM
Legal Kern, Chris	Approved	5/18/2022 - 10:36 AM
Legal Kern, Chris	Approved	5/18/2022 - 10:37 AM
Mayors Office Montgomery, Brandi	Approved	5/19/2022 - 2:48 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

Submitted by:

Lawrence Battiste, Public Safety

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application in the amount of \$1,046,846.00 to the Alabama Law Enforcement Agency (ALEA) for grant funding supported by the Department of Homeland Security, Federal Emergency Management Agency for the FY 2022 State Homeland Security Program (SHSP). There is no match requirement

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds \$1,046,846.00

Matching Funds 0

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	5/19/2022 - 12:20 PM
Legal Kern, Chris	Approved	5/19/2022 - 12:23 PM
Legal Kern, Chris	Approved	5/19/2022 - 12:23 PM
Mayors Office Montgomery, Brandi	Approved	5/19/2022 - 2:48 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

Submitted by:

Christine Dawson, Mobile Historic Development Commission

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to the National Endowment for Humanities in the amount of \$30,000.00 for the FY22 Digital Project for the Public Grant that will support digitization efforts by the Mobile Historic Development Commission. There is no match requirement.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds \$30,000.00

Matching Funds 0

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	5/19/2022 - 12:35 PM
Legal Kern, Chris	Approved	5/19/2022 - 1:15 PM
Legal Kern, Chris	Approved	5/19/2022 - 1:15 PM
Mayors Office Montgomery, Brandi	Approved	5/19/2022 - 2:48 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

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
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/19/2022 - 1:52 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

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	5/19/2022 - 1:53 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

Sponsored by:

Councilmember Daves

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/19/2022 - 1:55 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - CJ Small, District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

5/24/2022

Renewal Date of Contract:

5/24/2022

Funding Source

Project # 2620 Halls Mill Road - ME-025-22

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
-------------	------	-------------

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	5/18/2022 - 10:38 AM
City Clerk	Gauthier, Lana	Approved	5/19/2022 - 3:09 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - CJ Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

5/24/2022

Renewal Date of Contract:

5/24/2022

Funding Source

Project # 801 1/2 Kentucky Street - ME-004-22

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
-------------	------	-------------

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	5/18/2022 - 10:41 AM
City Clerk	Gauthier, Lana	Approved	5/19/2022 - 3:09 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

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

5/19/2022 - 3:40
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH TEACHER APPRECIATION WEEK TO RECOGNIZE OUR FACULTY AND STAFF

Amount of Contract:

\$1,000.00

Funding Source

Project # DSC-01 / 10041020-42080

Discretionary Funds DSC-01

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	5/19/2022 - 2:01 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH SCHOLARSHIP FUNDING FOR THE MISS JUNETEETH SCHOLARSHIP PAGEANTRY PROGRAM ON JUNE 17-19, 2022

Amount of Contract:

\$500.00

Funding Source

Project # DSC-02 / 10041020-42200

Discretionary Funds DSC-02

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	5/19/2022 - 2:21 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER JOEL DAVES

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH SUPPLIES FOR THEIR STEM LAB
(GIFT CARDS, SNACKS, AND TEACHERS INCNETIVES)

Amount of Contract:

\$2,500.00

Funding Source

Project # DSC-05 / 10041020-42080

Discretionary Funds DSC-05

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer

Action

Date

Accounting Daniels, Bettye

Approved

5/19/2022 - 1:55
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER GINA GREGORY

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE EVENT WALK A MILE IN MY SHOES TO BE HELD ON JULY 16, 2022 AT LANGAN PARK

Amount of Contract:

\$1,720.00

Funding Source

Project # DSC-07 - 10041020-42080

Discretionary Funds DSC-07

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	5/19/2022 - 2:15 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER GINA GREGORY

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE 2ND ANNUAL JASON A. CAFFEY BASKETBALL CAMP TO BE HELD ON JUNE 11, 2022 AT THE HILLSDALE COMMUNITY CENTER

Amount of Contract:

\$3,500.00

Funding Source

Project # DSC-07 - 10041020-42080

Discretionary Funds DSC-07

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	5/19/2022 - 2:06 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

Sponsored by:

Mayor Stimpson

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

5/23/2022 - 8:45
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution and attestation of the Assignment and Assumption Agreements (Mobile City and County Project Agreement) and the (Street and Bridge Permit)

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
Legal	Barfield, Becky	Approved	5/19/2022 - 3:09 PM
Legal	Kern, Chris	Approved	5/19/2022 - 3:11 PM
Mayors Office	Montgomery, Brandi	Approved	5/19/2022 - 3:40 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

Submitted by:

Relya Gill Mallory
Capital Projects Administrator

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To transfer \$5,000,000 from unassigned funds in General Fund (1000)(Surplus) to Capital Improvement Fund (2000); Capital Project #C0575 Mobile County Soccer Complex. \$2,000,000 for the Soccer Complex and \$3,000,000 for the Aquatic Center.

Funding Source

Project # C0575 Mobile County Soccer Complex **Discretionary Funds**

Project String 2000.2000.42200

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Capital	Hollins, Tiffany	Approved	5/19/2022 - 1:48 PM
Capital	Hollins, Tiffany	Approved	5/19/2022 - 1:49 PM
Mayors Office	Montgomery, Brandi	Approved	5/19/2022 - 2:51 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

Submitted by:

Relya Gill Mallory
Capital Projects Administrator

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To transfer \$11,350,000.00 from unassigned fund balance in the General Fund (Surplus) to various Capital Improvement Fund projects. (See attached).

Funding Source

Project # Various Capital Projects (See Attached) **Discretionary Funds**

Project String From General Fund **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Capital	Hollins, Tiffany	Approved	5/19/2022 - 1:44 PM
Capital	Hollins, Tiffany	Approved	5/19/2022 - 1:45 PM
Mayors Office	Montgomery, Brandi	Approved	5/19/2022 - 2:50 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

Submitted by:

Jennifer Greene, Programs and Project Management

Sponsored by:

Mayor William S. Stimpson and Councilwoman Gina Gregory

Purpose and Scope of Project:

The attached contract between the City of Mobile and Geosyntec Consultants, Inc. is for the redevelopment and modernization of storm water infrastructure located within Langan Park. This project addresses the increase storm water volumes, sediment discharge, and will benefit the RESTORE-funded Three Mile Creek Watershed Restoration (Langan Lake Dredging) by utilizing a portion of the dredged material on-site. The Geosyntec Consultants, Inc. team was chosen through a competitive City of Mobile RFQ process that is aligned with the city and federal procurement policies, and their team consists of staff from Geosyntec Consultants, Inc, McCrory & Williams, Inc. and Goodwyn Mills & Cawood.

Amount of Contract:

\$100,000

Effective Date of Contract:

5/10/2022

Funding Source

Project # CIP-LANGAN PARK STORM
WATER, C0712

Discretionary Funds N/A

Project String N/A

Contract Number:2021-2045-01

Budget Amendment REDUCE N/A INCREASE N/A

Grant Funds \$0

Matching Funds \$0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	5/18/2022 - 12:16 PM
Capital	Rhodes, Brenda	Approved	5/18/2022 - 5:14 PM
Legal	Kern, Chris	Approved	5/19/2022 - 10:27 AM
Mayors Office	Montgomery, Brandi	Approved	5/19/2022 - 2:50 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To replace the server at the Mobile Alabama Cruise Terminal

Amount of Contract:

\$47,105.00

Funding Source

Project # Mobile Alabama Cruise Terminal - Server Replacement CT-023-22

Discretionary Funds

Project String G-PDPORT20.CAPEQUIPMT - grant

Contract Number:

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	5/18/2022 - 1:42 PM
Accounting	Daniels, Bettye	Approved	5/19/2022 - 11:37 AM
Legal	Kern, Chris	Approved	5/19/2022 - 12:17 PM
Legal	Kern, Chris	Approved	5/19/2022 - 12:17 PM
Mayors Office	Montgomery, Brandi	Approved	5/19/2022 - 2:49 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:5/24/2022

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	5/19/2022 - 1:57 PM