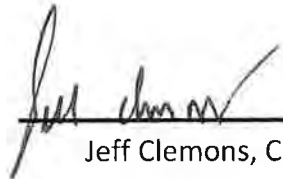



# Certificate of Appreciation


Colton Olinger


The Cullman County Commission would like to thank you for coming to lead us in our Pledge of Allegiance at our Commission Meeting, it was an honor to meet you.

  
Jeff Clemons, Chairman

  
Kerry Watson, Commissioner

  
Garry Marchman, Commissioner

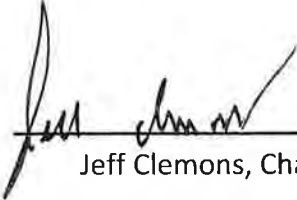
  
Kelly Duke, Commissioner

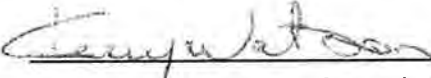
  
Corey Freeman, Commissioner

# Certificate of Recognition

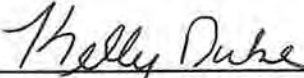
Ashley Wilson

Congratulations on being named 2023 City Family of the Year by the  
Cullman County Farm-City Committee.

  
Jeff Clemons, Chairman

  
Kerry Watson, Commissioner

  
Garry Marchman, Commissioner

  
Kelly Duke, Commissioner

  
Corey Freeman, Commissioner

## RESOLUTION

This Resolution is made this 10<sup>th</sup> day of **January, 2023** (the Effective Date) by **The Town of South Vinemont, Alabama** (the Granting Authority), to grant a tax abatement for **BBLU Inc.** (the Company).

WHEREAS, the Company and the Operating Company have announced plans for a (check one):  
**XX** new project or major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., **Code of Alabama 1975**) (the Act), the Company and the Operating Company has requested from the Granting Authority an Abatement of (check all that apply):

- X** all state and local noneducational ad valorem taxes.
- X** all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or all mortgage and recording taxes; and

WHEREAS, The Company and the Operating Company has requested that the abatement of state and local noneducational ad valorem taxes (if applicable) be extended for a period of **10** years, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the amended request of The Company and the Operating Company and the completed amended application (copy attached) filed with the Granting Authority by The Company and the Operating Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in The Company and the Operating Company's amended application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, the construction of the project will involve capital investment of **\$2,575,000** by the Operating Company; and

WHEREAS, The Company and the Operating Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform or observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the Granting Authority represents and warrants to The Company and the Operating Company that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of the Tax Abatement Agreement;

NOW THEREFORE, be it resolved by the Granting Authority as follows:

Section 1. Approval is hereby given to the application of The Company and the Operating Company and abatement is hereby granted of (check all that apply):

- all state and local noneducational ad valorem taxes.
- all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- all mortgage and recording taxes

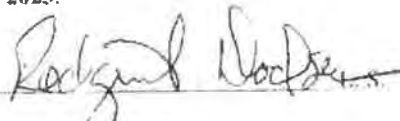
as the same may apply to the fullest extent permitted by the Act. The period of abatement for the noneducational ad valorem taxes (if applicable) shall extend for a period of 10 years measured as provided in Section 40-9B-3(h) of the Act.

Section 2. The governing body of the Granting Authority is authorized to enter into an abatement agreement with The Company and the Operating Company to provide for the abatement granted in Section 1.

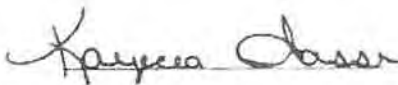
Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to The Company and the Operating Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the foregoing was duly adopted by the **City of South Vinemont, Alabama** of Alabama at a meeting held on the **10<sup>th</sup>** day of **January, 2023**.

BY:   
Its: Mayor Radginal Dodson

ATTEST:







## Tax Abatement Agreement

This agreement is made this 10<sup>th</sup> day of **January, 2023**, (the Effective Date) by and between the **City of South Vinemont, Alabama** (the Granting Authority), and **BBLU Inc.** (the Company), its successors and assigns.

WHEREAS, the Company's North American Industry Classification System Code **322211**, meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(f), **Code of Alabama 1975**, as amended.

WHEREAS, the Company has announced plans for a (check one):

new project or **XX** major addition to their existing facility (the Project).

located within the jurisdiction of the Granting Authority; and

WHEREAS, the Project is estimated to be completed by 1<sup>st</sup> day of **October, 2023**; and

WHEREAS, the Project will be located in the County of **CULLMAN** (check whichever is applicable)

**X** inside the city limits of **THE CITY OF SOUTH VINEMONT** .

inside the police jurisdiction of **THE CITY OF SOUTH VINEMONT** .

outside the city limits and police jurisdiction of the City of **THE CITY OF SOUTH VINEMONT** ; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., **Code of Alabama 1975**) (the Act), the Company has requested from the Granting Authority an Abatement of (check all that apply):

**X** all state and local noneducational ad valorem taxes;

**X** all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, at its meeting held on the 10<sup>th</sup> day of **January, 2023**, (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):

- all state and local noneducational ad valorem taxes,
  - all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- all mortgage and recording taxes; and

WHEREAS, the Project will consist of private use industrial development property, which is composed of all real and related personal property to be acquired, constructed, and installed thereon, as described in Attachment One hereto; and

WHEREAS, the private use industrial development property for which the abatement is applied shall be (check whichever is applicable):

- owned by the entity applying for the abatement,
- leased from a public authority, municipal, or county government; and

WHEREAS, in the event that the private use industrial development property is leased from a public authority, municipal, or county government, the lessee shall be treated as the owner of such property for federal income tax purposes; and

WHEREAS, it shall be indicated whether the Granting Authority intends to issue bonds in connection with the private use industrial development property herein described, and, if so intends, shall attach a copy of the inducement agreement, and,

WHEREAS, for the purposes of abatement of all noneducational ad valorem taxes (if applicable), it has been determined that no portion of the Project has been placed in service or operation by the Company or by a related party, as defined in 26 U.S.C. §267, with respect to the Company prior to the Effective Date of this Agreement; and

WHEREAS, the Project conducts trade or business as described in any of the following 1987 Standard Industrial Classification Major Groups 20 to 39, inclusive 50 or 51, Industrial Group Number 737, or Industry Numbers 0724, 4613, 8731, 8733, or 8734, as set forth in the Standard Industrial Classification Manual published by the United States Government Office of Management and Budget; and

WHEREAS, if the Project is a major addition to an existing facility, the request for abatement of all state and local noneducational ad valorem taxes (if applicable) and/or all construction related transaction taxes (if applicable) does not include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service by the Company; and

WHEREAS, if the Project is a major addition to an existing facility the addition equals the lesser of (i) thirty (30) percent of the original cost of the industrial development property, or (ii) \$2,000,000; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in this Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company (a) that it has power under the constitution and laws of the State of Alabama (including particularly the provisions of the Act) to

carry out provisions of the Agreement, (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the Granting Authority;

NOW THEREFORE, the Granting Authority and the Company, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

1. In accordance with the Act, the Granting Authority hereby grants to the Company an abatement from liability for the following taxes as permitted by the Act (check all that apply):

(a) Noneducational Ad Valorem Taxes: all ad valorem taxes that are not required to be used for educational purposes or for capital improvements for education;

(b) Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 of the Code of Alabama 1975 on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education;

(c) Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 of the Code of Alabama 1975 relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the Granting Authority with respect to the Project.

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Granting Authority and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement of such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement period as stated. (Check all that apply)

(a) If no bonds are to be issued, noneducational ad valorem taxes are expected to be approximately \$ **7,983.00** per year and the maximum period for such abatement shall be valid for a period of **10** years, beginning with the October 1 lien date next proceeding the acquisition date of abated property.

(b) If bonds are issued, noneducational ad valorem taxes are expected to be approximately \$ \_\_\_\_\_ per year and the maximum period for such abatement shall be for a period of \_\_\_\_\_ years, beginning the initial date bonds are issued to finance.

(c) Construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$ **88,180.00** and such abatement shall not extend beyond the date the Project is placed in service.

(d) Mortgage and recording taxes are expected to be approximately \$ \_\_\_\_\_.

3. The Company hereby makes the following good faith projections:

(a) Amount to be invested in the Project: **\$2,575,000**;

(b) Number of individuals to be employed initially at the Project and in each of the succeeding three years:

Initially  Year 1  Year 2  Year 3

(c) Annual payroll initially at the Project and in each of the succeeding three years:

Initially  Year 1  Year 2  Year 3

4. The Company shall file with the Alabama Department of Revenue within 90 days after the date of the Meeting a copy of this agreement as required by Section 40-9B-6(e) of the Act.

## GENERALLY

5. Compliance. If the Company fails to comply with any provision in this Agreement or if any of the material statements contained herein or in Attachment Two (*Note: This attachment shall include the application for abatement*), are determined to have been misrepresented whether intentionally, negligently, or otherwise, the Granting Authority shall terminate this Agreement and take such equitable action available to it as if this Agreement had never existed. If it is determined that certain items, which are identified on the application form for abatement of taxes, are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities.

6. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their representative successors.

7. Limitations. Notwithstanding any provision contained herein to the contrary, this Agreement is limited to the abatement of (check all that apply):

all state and local noneducational ad valorem taxes.

all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes fees for the periods specified herein. Nothing in this Agreement shall be construed as a waiver by the Company of any greater benefits that the Project or any portion thereof may have available under provisions of the law other than the Act.

8. Severability. This Agreement may be amended or terminated upon mutual consent of the Company and the Granting Authority. Any such amendment or termination shall not in any manner affect the rights and duties by and between the Company and the Granting Authority.

This Agreement is executed as of the dates specified below.

BBLU Inc.  
(the Company)  
By: *Lee Underwood*

Name: Lee Underwood

Title: Owner/CEO

Date: January 10, 2023

City of South Vinemont  
(the Granting Authority)  
By: *Rodger Dodson*

Name: Rodger Dodson

Title: Mayor

Date: January 10, 2023



**BBLU Inc. Ammendment**  
**Abatement & Educational Tax Revenue Estimate**  
**February 10, 2023**

	<b>Investment</b>
Land&Building	\$2,525,000
Equipment & Machinery	\$50,000
<b>Total Project</b>	<b>\$2,575,000</b>
<b>Sales Tax on Construction Materials</b>	
Total Plant Building Cost	\$2,525,000
Estimated Ratio of Cost of Materials	0.5
Cost of Materials	\$1,262,500
Education Sales Tax Rate = 2.1%	0.021
<b>Total Construction Sales Education Tax Revenues</b>	<b>\$26,513</b>
Percentage of Sales Tax Abated = 6.9%	0.069
<b>Total Abated Sales Tax</b>	<b>\$87,113</b>
<b>Use Tax On Equipment</b>	
Total Equipment	\$50,000
Education Use Tax Rate = 1.3672%	0.013672
<b>Total Sales Education Tax Revenues, Equipment</b>	<b>\$684</b>
Percentage of Use Tax Abated = 2.13%	0.02133
<b>Total Abated Use Tax</b>	<b>\$1,067</b>
<b>Ad Valorem Education Tax Revenues</b>	
Value of Project	\$2,575,000
Current Ratio of Assessed to Market Value	0.2
Tax Rate On Proposed Site	\$515,000
Education Millage Rate for the City of Cullman = 13 unabateable	0.013
<b>Annual Ad Valorem Education Tax Revenues</b>	<b>\$6,695</b>
Ten Year Period	10
<b>Total Ad Valorem Education Tax Revenues</b>	<b>\$66,950</b>
Abated Millage Rate = 15.5 Mills Abated	0.0155
<b>Annual Abated Ad Valorem Taxes</b>	<b>\$7,983</b>
<b>Total Ad Valorem Abated Tax Revenues</b>	<b>\$79,825</b>
<b>Totals</b>	
Sales/Use Tax, Construction Materials	\$26,513
Sales/Use Tax, Equipment	\$684
Ad Valorem Taxes	\$66,950
<b>Total Education Tax Revenues Over 10 Years</b>	<b>\$94,146</b>
<b>Total Abated Sales Tax</b>	<b>\$87,113</b>
<b>Total Abated Use Tax</b>	<b>\$1,067</b>
<b>Total Ad Valorem Abated Tax Revenues</b>	<b>\$79,825</b>
<b>Total Taxes Abated over 10 Year Period</b>	<b>\$168,004</b>
<p>The information provided herein in no way obligates any party to any formal commitment.            These figures are only estimates. Actual figures will vary according to actual investment.</p>	

## RESOLUTION

This Resolution is made this **13<sup>th</sup>** day of **February**, **2023** (the Effective Date) by the **City of Cullman, Alabama** (the Granting Authority), to grant a tax abatement for **REHAU Automotive LLC** (the Company).

WHEREAS, the Company has announced plans for a (check one):

new project or **XX** major addition to their existing facility (the Project).

located within the jurisdiction of the Granting Authority; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., **Code of Alabama 1975**) (the Act), the Company has requested from the Granting Authority an Abatement of (check all that apply):

**X** all state and local noneducational ad valorem taxes,

**X** all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes; and

WHEREAS, the Company has requested that the abatement of state and local noneducational ad valorem taxes (if applicable) be extended for a period of **10** years, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed application (copy attached) filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, the construction of the project will involve capital investment of **\$66,000,000**; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform or observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of the Tax Abatement Agreement;



NOW THEREFORE, be it resolved by the Granting Authority as follows:

Section 1. Approval is hereby given to the application of the Company and abatement is hereby granted of (check all that apply):

- all state and local noneducational ad valorem taxes,
- all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- all mortgage and recording taxes

as the same may apply to the fullest extent permitted by the Act. The period of abatement for the noneducational ad valorem taxes (if applicable) shall extend for a period of 10 years measured as provided in Section 40-9B-3(h) of the Act.

Section 2. The governing body of the Granting Authority is authorized to enter into an abatement agreement with the Company to provide for the abatement granted in Section 1.

Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the foregoing was duly adopted by the **City of Cullman, Alabama** of Alabama at a meeting held on the **13<sup>th</sup>** day of **February**, **2023**.

BY:  L.S.

Its: \_\_\_\_\_

ATTEST:



## Tax Abatement Agreement

This agreement is made this **13<sup>th</sup>** day of **February**, **2023**, (the Effective Date) by and between the **City of Cullman, Alabama** (the Granting Authority), and **REHAU Automotive, L.L.C.** (the Company), its successors and assigns.

WHEREAS, the Company's North American Industry Classification System Code 336399, meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(f), **Code of Alabama 1975**, as amended.

WHEREAS, the Company has announced plans for a (check one):

new project or **XX** major addition to their existing facility (the Project),

located within the jurisdiction of the Granting Authority; and

WHEREAS, the Project is estimated to be completed by **15<sup>th</sup>** day of **July, 2024**; and

WHEREAS, the Project will be located in the County of **CULLMAN** (check whichever is applicable)

- X** inside the city limits of **THE CITY OF CULLMAN**,
- X** inside the police jurisdiction of **THE CITY OF CULLMAN**,
- outside the city limits and police jurisdiction of the City of **CULLMAN** ; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., **Code of Alabama 1975**) (the Act), the Company has requested from the Granting Authority an Abatement of (check all that apply):

- X** all state and local noneducational ad valorem taxes,
- X** all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- all mortgage and recording taxes; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, at its meeting held on the **13<sup>th</sup>** day of **February**, **2023** (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):

- X all state and local noneducational ad valorem taxes,
  - X all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- all mortgage and recording taxes; and

WHEREAS, the Project will consist of private use industrial development property, which is composed of all real and related personal property to be acquired, constructed, and installed thereon, as described in Attachment One hereto; and

WHEREAS, the private use industrial development property for which the abatement is applied shall be (check whichever is applicable):

- X owned by the entity applying for the abatement,
- leased from a public authority, municipal, or county government; and

WHEREAS, in the event that the private use industrial development property is leased from a public authority, municipal, or county government, the lessee shall be treated as the owner of such property for federal income tax purposes; and

WHEREAS, it shall be indicated whether the Granting Authority intends to issue bonds in connection with the private use industrial development property herein described, and, if so intends, shall attach a copy of the inducement agreement; and,

WHEREAS, for the purposes of abatement of all noneducational ad valorem taxes (if applicable), it has been determined that no portion of the Project has been placed in service or operation by the Company or by a related party, as defined in 26 U.S.C. §267, with respect to the Company prior to the Effective Date of this Agreement; and

WHEREAS, the Project conducts trade or business as described in any of the following 1987 Standard Industrial Classification Major Groups 20 to 39, inclusive 50 or 51, Industrial Group Number 737, or Industry Numbers 0724, 4613, 8731, 8733, or 8734, as set forth in the Standard Industrial Classification Manual published by the United States Government Office of Management and Budget; and

WHEREAS, if the Project is a major addition to an existing facility, the request for abatement of all state and local noneducational ad valorem taxes (if applicable) and/or all construction related transaction taxes (if applicable) does not include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service by the Company; and

WHEREAS, if the Project is a major addition to an existing facility the addition equals the lesser of (i) thirty (30) percent of the original cost of the industrial development property, or (ii) \$2,000,000; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in this Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company (a) that it has power under the constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of the Agreement, (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the Granting Authority;

NOW THEREFORE, the Granting Authority and the Company, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

1. In accordance with the Act, the Granting Authority hereby grants to the Company an abatement from liability for the following taxes as permitted by the Act (check all that apply):

(a) Noneducational Ad Valorem Taxes: all ad valorem taxes that are not required to be used for educational purposes or for capital improvements for education;

(b) Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 of the Code of Alabama 1975 on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education;

(c) Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 of the Code of Alabama 1975 relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the Granting Authority with respect to the Project.

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Granting Authority and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement of such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement period as stated. (Check all that apply)

(a) If no bonds are to be issued, noneducational ad valorem taxes are expected to be approximately \$ 180,000 per year and the maximum period for such abatement shall be valid for a period of 10 years, beginning with the October 1 lien date next proceeding the acquisition date of abated property.

(b) If bonds are issued, noneducational ad valorem taxes are expected to be approximately \$ \_\_\_\_\_ per year and the maximum period for such abatement shall be for a period of \_\_\_\_\_ years, beginning the initial date bonds are issued to finance.

(c) Construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$1,066,500 and such abatement shall not extend beyond the date the Project is placed in service.

(d) Mortgage and recording taxes are expected to be approximately \$ \_\_\_\_\_.

3. The Company hereby makes the following good faith projections:

(a) Amount to be invested in the Project: \$ 66,000,000;

(b) Number of individuals to be employed initially at the Project and in each of the succeeding three years:

Initially 0      Year 1 0      Year 2 0      Year 3 0;

(c) Annual payroll initially at the Project and in each of the succeeding three years:

Initially \$0 Year 1 \$0 Year 2 \$0 Year 3 \$0;

4. The Company shall file with the Alabama Department of Revenue within 90 days after the date of the Meeting a copy of this agreement as required by Section 40-9B-6(c) of the Act.

### GENERALLY

5. Compliance. If the Company fails to comply with any provision in this Agreement or if any of the material statements contained herein or in Attachment Two (*Note: This attachment shall include the application for abatement*), are determined to have been misrepresented whether intentionally, negligently, or otherwise, the Granting Authority shall terminate this Agreement and take such equitable action available to it as if this Agreement had never existed. If it is determined that certain items, which are identified on the application form for abatement of taxes, are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities.

6. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their representative successors.

7. Limitations. Notwithstanding any provision contained herein to the contrary, this Agreement is limited to the abatement of (check all that apply):

all state and local noneducational ad valorem taxes,

all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes fees for the periods specified herein. Nothing in this Agreement shall be construed as a waiver by the Company of any greater benefits that the Project or any portion thereof may have available under provisions of the law other than the Act.

8. Severability. This Agreement may be amended or terminated upon mutual consent of the Company and the Granting Authority. Any such amendment or termination shall not in any manner affect the rights and duties by and between the Company and the Granting Authority.

This Agreement is executed as of the dates specified below.

REHAU Automotive, L.L.C.  
(the Company)

By: Dieter Wiedmann

Name: Dieter Wiedmann

Title: Plant Manager

Date: February 12, 2023

By: Heather Broad

Name: Heather Broad

Title: Director of Finance

Date: February 12, 2023

City of Cullman  
(the Granting Authority)

By: 

Name: Woody Jacobs

Title: Mayor

Date: February 12, 2023

**Project Redesign**  
**Abatement & Educational Tax Revenue Estimate**  
**February 13, 2023**

	<b>Investment</b>
Land&Building	\$17,000,000
Equipment & Machinery	\$49,000,000
<b>Total Project</b>	<b>\$66,000,000</b>
<b>Sales Education Tax Revenues on Construction Materials</b>	
Total Plant Building Cost	\$17,000,000
Estimated Ratio of Cost of Materials	0.5
Cost of Materials	\$8,500,000
Education Sales Tax Rate = 2.1%	0.021
<b>Total Construction Sales Education Tax Revenues</b>	<b>\$178,500</b>
Percentage of Sales Tax Abated = 6.9%	0.069
<b>Total Abated Sales Tax</b>	<b>\$586,500</b>
<b>Sales &amp; Use Education Tax Revenues On Equipment</b>	
Total Equipment	\$49,000,000
Education Use Tax Rate = 1.37%	0.0137
<b>Total Sales Education Tax Revenues, Equipment</b>	<b>\$671,300</b>
Percentage of Use Tax Abated = 2.13%	0.02133
<b>Total Abated Use Tax</b>	<b>\$1,045,170</b>
<b>Ad Valorem Education Tax Revenues</b>	
Value of Project	\$66,000,000
Current Ratio of Assessed to Market Value	0.2
Tax Rate On Proposed Site	\$13,200,000
Education Millage Rate for the City of Cullman = 20.5 unabateable	0.0205
<b>Annual Ad Valorem Education Tax Revenues</b>	<b>\$270,600</b>
Ten Year Period	10
<b>Total Ad Valorem Education Tax Revenues</b>	<b>\$2,706,000</b>
Abated Millage Rate = 18 Mills Abated	0.018
<b>Annual Abated Ad Valorem Taxes</b>	<b>\$237,600</b>
<b>Total Ad Valorem Abated Tax Revenues</b>	<b>\$2,376,000</b>
<b>Totals</b>	
Sales/Use Tax, Construction Materials	\$178,500
Sales/Use Tax, Equipment	\$671,300
Ad Valorem Taxes	\$2,706,000
<b>Total Education Tax Revenues Over 10 Years</b>	<b>\$3,555,800</b>
Total Abated Sales Tax	\$586,500
Total Abated Use Tax	\$1,045,170
Total Ad Valorem Abated Tax Revenues	\$2,376,000
<b>Total Taxes Abated over 10 Year Period</b>	<b>\$4,007,670</b>

The information provided herein in no way obligates any party to any formal commitment. These figures are only estimates. Actual figures will vary according to actual investment.



RESOLUTION NO. - 2023-13

WHEREAS, the Cullman County Commission on the basis of an engineering and traffic investigation determines that the maximum speed permitted under Article 8, Title 32, Chapter 5A, Code of Alabama, 1975 for the County Road 514 a Dirt Road is greater than is reasonable and safe under the conditions found to exist upon said road; it is

THEREFORE RESOLVED, that the proper maximum speed for County Road 514 is set at 20 miles per hour at all times and no person shall operate a motor vehicle in excess of 20 miles per hour set speed on said County Road 514;

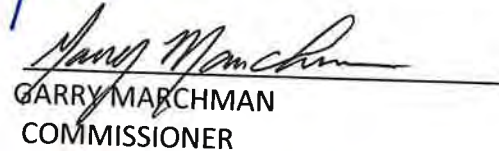
IT IS FURTHER RESOLVED, that any violations of this Resolution shall be unlawful and punished pursuant to Title 32, Chapter 5A, Code of Alabama, 1975.

ADOPTED this the 23rd day of February 2023.

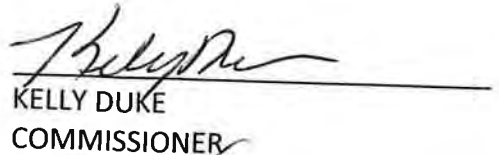
ATTEST:

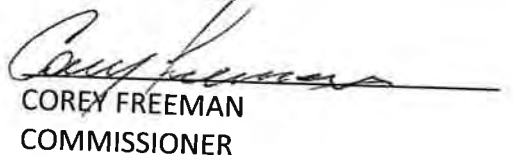
  
COUNTY CLERK

  
JEFF CLEMMONS, CHAIRMAN

  
GARRY MARCHMAN  
COMMISSIONER

  
KERRY WATSON  
COMMISSIONER

  
KELLY DUKE  
COMMISSIONER

  
COREY FREEMAN  
COMMISSIONER

RESOLUTION NO. - 2023-14

WHEREAS, the Cullman County Commission on the basis of an engineering and traffic investigation determines that the maximum speed permitted under Article 8, Title 32, Chapter 5A, Code of Alabama, 1975 for the County Road 700 (Bolte Rd) from 3<sup>rd</sup> Ave to County Road 702 is greater than is reasonable and safe under the conditions found to exist upon said road; it is

THEREFORE RESOLVED, that the proper maximum speed for County Road 700 (Bolte Rd) from 3<sup>rd</sup> Ave to County Road 702 is set at 35 miles per hour at all times and no person shall operate a motor vehicle in excess of 35 miles per hour set speed on said County Road 700 (Bolte Rd) from 3<sup>rd</sup> Ave to County Road 702;

IT IS FURTHER RESOLVED; that any violations of this Resolution shall be unlawful and punished pursuant to Title 32, Chapter 5A, Code of Alabama, 1975.

ADOPTED this the 23rd day of February 2023.


ATTEST:  
  
COUNTY CLERK

  
JEFF CLEMMONS, CHAIRMAN

  
GARRY MARCHMAN  
COMMISSIONER

  
KERRY WATSON  
COMMISSIONER

  
KELLY DUKE  
COMMISSIONER

  
COREY FREEMAN  
COMMISSIONER

**RESOLUTION NO. - 2023-15**

**WHEREAS**, the Cullman County Commission on the basis of an engineering and traffic investigation determines that bypass truck traffic would be incompatible to, greater than is reasonable and safe under the conditions found to exist upon County Road 700 (Bolte Rd) from 3<sup>rd</sup> Ave to County Road 702 and traffic on County Road 700 from 3<sup>rd</sup> Ave to County Road 702 shall be restricted to no through truck traffic with local deliveries only allowed under Article 8, Title 32, Chapter 5A-92, Code of Alabama, 1975 for the County Road 700 (Paved Road); it is

**THEREFORE RESOLVED**, that the proper posting for County Road 700 (Bolte Rd) From 3<sup>rd</sup> Ave to County Road 702 is set to “No Thru Trucks, Local Deliveries Only” at all times and no person shall operate a motor vehicle in excess of these restrictions on said County Road 700 (Bolte Road) from 3<sup>rd</sup> Ave to County Road 702;


**IT IS FURTHER RESOLVED**, that any violations of this Resolution shall be unlawful and punished pursuant to Title 32, Chapter 5A, Code of Alabama, 1975.

**ADOPTED** this the 23rd day of February 2023.

ATTEST:

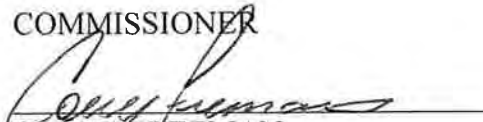
  
COUNTY CLERK

  
JEFF CLEMMONS, CHAIRMAN

  
GARRY MARCHMAN  
COMMISSIONER

  
KERRY WATSON  
COMMISSIONER

  
KELLY DUKE  
COMMISSIONER

  
COREY FREEMAN  
COMMISSIONER

**RESOLUTION 2023-16**  
**FOR PAYMENT FROM AMERICAN RESCUE PLAN ACT REVENUE**  
**REPLACEMENT FUNDS: NORTH ALABAMA AGRIPLEX**

**WHEREAS**, CULLMAN COUNTY Alabama (the "County") has received American Rescue Plan Act fiscal recovery funds ("ARPA funds") and is charged with ensuring that such funds are administered in accordance with state and federal law; and

**WHEREAS**, the County has duly elected, as prescribed by the U.S. Department of Treasury's final rule, to designate \$10,000,000 of its ARPA funds as revenue replacement funds ("ARPA revenue replacement funds"); and

**WHEREAS**, ARPA revenue replacement funds may be used to facilitate the provision of government services traditionally provided by the County; and

**WHEREAS**, the North Alabama Agriplex Board of Directors (the "Board") was created and established as a public agency of the state by Ala. Acts, Act No. 2000-747, for through its operation of the North Alabama Agriplex (the "Agriplex") located in Cullman County to preserve, exhibit, display, and interpret artifacts and other materials associated with the agricultural heritage of the county and state; and

**WHEREAS**, the Board is authorized to solicit and accept public donations, grants, and contributions from the County to fund its statutorily mandated activities; and

**WHEREAS**, the County has traditionally facilitated the delivery of these government services through the appropriation of public funds to the Board; and

**WHEREAS**, the CULLMAN County Commission (the "Commission") has determined that the governmental services provided by the Board through its operation of the Agriplex are in the public interest of the citizens of the County to promote an understanding of the agricultural heritage of the County and the state; and

**WHEREAS**, the Commission wishes to enter into an agreement with the Board to provide up to \$200,000 of the County's ARPA revenue replacement funds to fund the government services provided through the Board's operation of the Agriplex and, in particular to support its planned construction of an updated facility in which to provide these services; and

**WHEREAS**, the Commission has determined that using ARPA revenue replacement funds for the purpose described herein is a necessary, eligible, and reasonable use of these funds.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION** as follows:

1. The County hereby allocates the sum of Two Hundred Thousand Dollars (\$200,000.00) to the North Alabama Agriplex to be paid from Fund 298, Revenue Reduction Fund.
2. The Chairman of the Commission is hereby authorized to enter into a funding agreement with the Board, which shall include at a minimum the terms and conditions applicable to the expenditure of ARPA funds, oversight and reporting requirements, payment terms and conditions, and a description of the purposes for which the funds allocated herein may be used.
3. Notwithstanding any provision of this Resolution to the contrary, revenue replacement funds provided to the Board may not be used for the following:
  - a. To make deposits into a pension fund;
  - b. To service debt or replenish rainy day funds;
  - c. To satisfy settlements and judgments; or
  - d. To fund programs, services, or capital expenditures that undermine efforts to stop the spread of COVID-19.
4. Distribution of funds allocated pursuant to this Resolution shall be contingent on the continued appropriation and availability of ARPA revenue replacement funds for the purposes described herein and in no event shall be used for any costs not obligated and expended on or before December 31, 2024.

**IN WITNESS WHEREOF**, the CULLMAN County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 23rd day of February, 2023.

  
\_\_\_\_\_  
Chairman, CULLMAN County Commission



**AGREEMENT  
BETWEEN  
CULLMAN COUNTY, ALABAMA  
AND  
NORTH ALABAMA AGRIPLEX BOARD OF DIRECTORS  
FOR**

**American Rescue Plan Act Revenue Replacement Funding  
to be Used in the Delivery of Government Services**

**THIS AGREEMENT** ("Agreement") is entered into this *27th* day of *March*, 2023, by and between Cullman County, Alabama (the "County") and the North Alabama Agriplex Board of Directors (the "Board"), (collectively, the "Parties"), which was created and established as a public agency of the state by Ala. Acts, Act No. 2000-747.

**WHEREAS**, the County has received a Coronavirus State and Local Fiscal Recovery Fund ("SLFRF") award under the American Rescue Plan Act ("ARPA funds") from the U.S. Department of the Treasury ("Treasury"); and

**WHEREAS**, in accordance with the final rule issued by Treasury on January 6, 2022, the County has duly elected to take the standard allowance of revenue replacement funds equal to \$10,000,000 of its ARPA funds ("ARPA revenue replacement funds"); and

**WHEREAS**, ARPA revenue replacement funds may be used for the provision of government services; and

**WHEREAS**, the North Alabama Agriplex Board of Directors (the "Board") was created and established as a public agency of the state by Ala. Acts, Act No. 2000-747, and through its operation of the North Alabama Agriplex (the "Agriplex") located in Cullman County operates to preserve, exhibit, display, and interpret artifacts and other materials associated with the agricultural heritage of the county and state; and

**WHEREAS**, the Board is authorized to solicit and accept public donations, grants, and contributions from the County to fund its statutorily mandated activities; and

**WHEREAS**, the County has traditionally facilitated the delivery of these government services through the appropriation of public funds to the Board; and

**WHEREAS**, the Cullman County Commission (the "Commission") has determined that the governmental services provided by the Board through its operation of the Agriplex are in the public interest of the citizens of the County to promote an understanding of the agricultural heritage of the County and the state; and

**WHEREAS**, the Commission wishes to enter into an agreement with the Board to provide up to \$200,000 of the County's ARPA revenue replacement funds to fund the government services provided through the Board's operation of the Agriplex and, in particular to support its planned construction of an updated facility in which to provide these services; and

**WHEREAS**, the Commission has determined that using ARPA revenue replacement funds for the purpose described herein is a necessary, eligible, and reasonable use of these funds and by resolution adopted February 23, 2023 has allocated up to \$200,000 of the County's ARPA revenue replacement funds for this purpose.

**NOW, THEREFORE**, it is agreed between the Parties that:

**I. PROJECT PURPOSE AND DESCRIPTION**

The purpose of this Agreement is to provide funding to the Board to be used for the construction of an updated Agriplex facility to facilitate and enhance the delivery of government services to preserve, exhibit, display, and interpret artifacts and other materials associated with the agricultural heritage of the County and state. A budget and schedule of funding sources to cover the costs associated with the project are included in Attachment A to this Agreement, along with a schedule of project milestones and anticipated timeline for project implementation.

**II. TERMS AND CONDITIONS OF AGREEMENT**

**A. Project Milestones and Implementation Schedule**

The Board shall make all reasonable efforts to comply with the schedule for the performance of its obligations under the terms of the Agreement as set forth in Attachment A hereto.

**B. Period of Performance**

The period of performance for this Agreement shall begin on the date of the execution of this Agreement by both Parties, and is expected to end on or before December 31, 2024. The terms of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Board remains responsible for carrying out the approved activities; provided, however, that the period of performance for all activities related to this funding agreement must conform with the period of performance for the County's ARPA SLFRF award, as outlined by Treasury including, but not limited to:

1. All funds to be provided pursuant to this Agreement must be obligated no later than December 31, 2024, and expended no later than December 31, 2026;
2. Project costs incurred prior to March 3, 2021, are ineligible for funding under this Agreement;
3. For projects started prior to March 3, 2021, project costs are eligible if costs were incurred after March 3, 2021.

**C. Compliance with Alabama's Public Works Law**

1. The Board will ensure that the goods and services necessary for the completion of the project shall be procured in accordance with Alabama's Public works law, as codified in Chapter 39, Code of Alabama 1975.



2. Failure of the Board to comply with these requirements shall result in the immediate termination of this Agreement and the recoupment of all funds previously provided pursuant to this Agreement.

D. Staffing

The Board shall ensure adequate and appropriate staffing is allocated to the performance of activities necessary for the completion of the project.

E. Oversight and Reporting

At a minimum, project oversight will include the following:

1. The Board must provide notice to the County as soon as practical of all issues or potential factors expected to inhibit the Board from carrying out the project in accordance with the terms of this Agreement, as well as a plan to mitigate any concerns.
2. At least once each quarter, beginning with the quarter ending March 31, 2023 and continuing until the project is complete, the Board will provide a written report to the County Project Monitor describing the status of the project, which shall include at a minimum the reporting information set forth in Attachment B to this Agreement.

F. Project and Expenditure Reports

The Board shall provide project and expenditure information as requested by the County in support of the County's obligation to submit Project and Expenditure Reports to Treasury, including any programmatic information required under the Treasury's Compliance and Reporting Guidelines.

**III. TOTAL AMOUNT OF ARPA REVENUE REPLACEMENT FUNDS OBLIGATED**

The maximum total amount of ARPA revenue replacement funds obligated to the Board pursuant to this Agreement is \$200,000. No other ARPA or other federal funds are currently obligated or committed to the Board by the County.

**IV. TERMS OF PAYMENT AND PROCEDURES**

- A. The total amount to be paid by the County under this Agreement shall not exceed \$200,000. It is expressly understood that the Board is responsible for any remaining costs associated with the project.
- B. The County will provide the Board with funds available under this Agreement upon presentation of documentation evidencing amounts obligated or expended for goods and services reasonably necessary for the implementation of the project. The County reserves

the right to liquidate funds available under this Agreement for any costs incurred by the County on behalf of the Board.

- C. Requests for payment shall be accompanied by documentation sufficient to establish that the Board has incurred the obligations or expenditures for which payment is being requested, including, but not limited to contracts with vendors and related invoices and certifications of work completed.
- D. Payment of funds available under this Agreement is further contingent upon substantial compliance with the terms and conditions of this Agreement, including the competitive procurement requirements set forth herein as evidenced by the Board's submission of all documentation necessary to establish compliance with these requirements.

**V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via certified mail, postage prepaid. Any notice delivered or sent in accordance with this section shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written amendment to this Agreement. Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Cullman County Commission Attn: John Bullard County Administrator and ARPA Funds Project Monitor 500 2 <sup>nd</sup> Avenue Southwest Cullman, AL 35055	The North Alabama Agriplex Board of Directors Attn: Rachel Dawsey P.O. Box 2428 Cullman, AL 35056
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**VI. GENERAL CONDITIONS**

**A. General Compliance**

The Parties agree to comply with any applicable federal, state, and local laws and policies and procedures. It is understood that this project is being funded, at least in part, with ARPA revenue replacement funds granted to the County. As such, the Parties agree to comply with applicable requirements of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, codified as 31 C.F.R. Part 35, and guidance issued by Treasury regarding the foregoing, including but not limited to the terms and conditions set forth in Attachment C to this Agreement. By signing this Agreement, the Board certifies that it is eligible to receive federal funds and it is not excluded or suspended from doing so.



B. Contracts Awarded by the Board

The Board shall incorporate all applicable terms and conditions of this Agreement, including the terms and conditions set forth in Attachment C, into contracts awarded for the purchase and goods services necessary for the completion of the project.

C. Immigration Law

The Board agrees to fully comply with any applicable provisions of the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act and Ala. Code 1975, § 41-16-5, in the award of contracts for the purchase and goods services necessary for the completion of the project.

D. Independent Contractor

Nothing contained in this Agreement is intended to or shall be construed in any manner as to create or establish the relationship of employer/employee between the Parties. The Board shall at all times remain an independent contractor with respect to the services to be performed under this Agreement.

E. Prohibition on the Board Acting as an Agent of the Commission

This Agreement and the relationship created hereby does not in any manner create, imply, or otherwise vest any Board in the Board to act on behalf of the Commission. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that the Board is an agent of the Commission.

F. Hold Harmless

The Board shall hold harmless, defend, and indemnify the County from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of its performance or nonperformance of the project activities or subject matter called for in this Agreement.

A. Insurance and Bonding

The Board shall provide the County with an insurance certificate for comprehensive general liability coverage in a minimum amount \$1,000,000 naming the County as additional insured for any claims arising out of activities related to the implementation of the project described herein.

G. Liability

The Board agrees to repay to County any funds provided by the County under this Agreement, plus interest, that the County determines have been expended in violation of this Agreement and/or any federal, state, or local laws or policies governing the use of

ARPA revenue replacement funds. This provision shall be in addition to and shall not be deemed to waive any rights or remedies of the County under the law.

H. Amendments

1. The County or the Board may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, are signed by a duly authorized representative of each organization, and are approved by the County's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release either the County or the Board from their respective obligations under this Agreement.
2. The County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. Such modifications will be incorporated only by written amendment signed by both County and the Board.

I. Suspension or Termination

1. The County may suspend or terminate this Agreement if the Board materially fails to comply with any terms of the Agreement. Such material failures include (but are not limited to) the following:
  - a. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, and ARPA guidelines, policies, or directives as are applicable at any time;
  - b. Failure, for any reason, of the Board to substantially fulfill in a timely and proper manner its obligations under this Agreement;
  - c. Ineffective or improper use of funds provided under this Agreement; or
  - d. Submission by the Board of reports or documentation that are incorrect in any material respect.

In the event the Agreement is terminated pursuant to this paragraph, the Board shall reimburse the County for any amounts already paid pursuant to this Agreement.

2. This Agreement may also be terminated upon mutual agreement of the Parties, including any related conditions.
3. This Agreement may also be terminated by either the County or the Board, in whole or in part, including for convenience, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of partial termination, if the County determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the County may terminate the award in its entirety and the Board shall reimburse the County for any amounts already paid pursuant to this Agreement.



**VII. LICENSURE REQUIREMENTS**

The Board certifies that it is currently and throughout the period of performance of this Agreement will remain in compliance with any applicable licensure requirements and shall ensure that any contractors or subcontractors performing work on the project are in compliance with applicable licensing requirements.

**VIII. EXPENDITURES**

- A. The Board certifies that funds awarded pursuant to this Agreement shall be expended only on goods and services reasonably necessary to meet the purpose and goals of the project.
- B. The Board certifies that it will not expend any portion of the funds awarded pursuant to this Agreement on expenditures prohibited by Treasury's final rule, including the following:
  - 1. Deposits into pension funds;
  - 2. Debt service;
  - 3. Replenishment of financial reserves;
  - 4. Expenditures for programs or activities that undermine the practices included in the Centers for Disease Control's guidelines and recommendations for stopping the spread of COVID-19; and
  - 5. Expenditures for programs or activities in violation of state, federal, or local laws.

**IX. ADMINISTRATIVE REQUIREMENTS**

A. Financial Management

The Board agrees to undertake financial management measures necessary to separately account for expenditures of funds awarded pursuant to this Agreement.

B. Documentation and Record Keeping

1. Records to be Maintained

The Board shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records demonstrating compliance with the terms of this Agreement;
- b. Financial records demonstrating the purpose and amount of expenditures of the funds awarded pursuant to this Agreement;
- c. Documentation demonstrating compliance with competitive procurement requirements set forth in this Agreement; and
- d. Documentation demonstrating compliance with any applicable provisions of the terms and conditions of the County's ARPA Award.

2. Retention Period

The Board shall retain all financial records, supporting documents, and all other records pertinent to the Agreement until December 31, 2031. The retention period begins on the date of the execution of this Agreement.

3. Audits and Inspections

All records of the Board with respect to any matters covered by this Agreement shall be made available to the County or any of its authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Board within thirty (30) days after receipt by the Board. Failure of the Board to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

X. CONDUCT

A. Assignability

The Board shall not assign or transfer any interest in this Agreement without the prior written consent of the County. Any consent to assignment shall not be considered consent to any subsequent assignment.

B. Conflict of Interest

No employee, officer, or agent of the Board shall participate in the selection, or in the award or administration, of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

C. Lobbying

The Board hereby certifies that funds provided pursuant to this agreement will not be used for any direct or indirect payments for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation.

D. Religious Activities

The Board agrees that funds provided under this Agreement will not be utilized for inherently religious activities.

E. Employment Restrictions: Prohibited Activity

The Board is prohibited from using funds provided herein or personnel employed in the administration of the program for the following: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

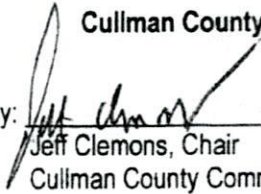
The County's failure to act with respect to a breach by the Board does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and the Board for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the County and the Board with respect to this Agreement.

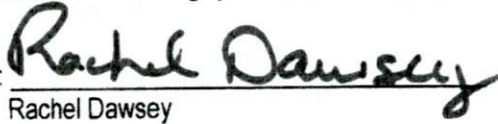
**IN WITNESS WHEREOF**, the County and the Board have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

**Cullman County, Alabama**

By:   
Jeff Clemons, Chair  
Cullman County Commission

Date: \_\_\_\_\_

**The North Alabama Agriplex Board of Directors**

By:   
Rachel Dawsey  
Director

Date: 4.20.23

Attest:   
John Bullard, County Administrator

Date: 3/27/23



ATTACHMENT A: PROJECT BUDGET, MILESTONES, AND TIMELINE

A. Project Budget

Construction Costs and Contingency Allowance	
Engineering and Design	
Construction Administration	
Permitting	
Other	
<b>Total Project Costs:</b>	

B. Schedule of Funding Sources

Funding Entity/Organization	Type of Funding (e.g., federal, state, private) (if federal funds, provide the name of the federal funding agency)	Funding Amount
Cullman County Commission	Federal ARPA Revenue Replacement Funds/U.S. Department of Treasury*	\$200,000

\*ARPA revenue replacement funds generally may be used as the non-federal match for other federally funded programs. However, certain federally funded programs may be exempt from accepting these funds as a non-federal match.

C. Project Milestones and Implementation Schedule

Milestone	Anticipated Completion Date

ATTACHMENT B: QUARTERLY PROJECT REPORTS

At least once each quarter, beginning with the quarter ending March 31, 2023 and continuing until the project is complete, the North Alabama Agriplex Board of Directors will provide a written report to the County Project Monitor describing the status of the project and shall include at a minimum the following information:

Reporting Period: Quarter ended \_\_\_\_\_

Date Submitted: \_\_\_\_\_

1. Please describe the status of the project and, in particular, whether project milestones identified in the funding agreement for the project have been achieved and are expected to be achieved in accordance with the implementation schedule included in the funding agreement.

2. If the timeline for achieving these milestones has been or is expected to be delayed, please explain the cause or anticipated cause of the delay and describe measures being undertaken to ensure that the project will be completed in accordance with the period of performance set forth in the funding agreement, i.e., that all funds provided pursuant to the agreement are obligated no later than December 31, 2024, and expended no later than December 31, 2026.

By signing this form, I certify that I am authorized to act on behalf of the North Alabama Agriplex Board of Directors. I am further certifying that, at the time of its submission, the board has not been excluded or suspended from receiving federal funds.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

ATTACHMENT C: TERMS AND CONDITIONS OF ARPA REVENUE REPLACEMENT FUNDS AWARD

The Parties agree to comply with any applicable federal, state, and local laws and policies and procedures. It is understood that this project is being funded, at least in part, with ARPA revenue replacement funds granted to the County. As such, the Parties agree to comply with applicable requirements of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, codified as 31 C.F.R. Part 35, and guidance issued by Treasury regarding the foregoing.

Federal regulations which are applicable to this Agreement include, without limitation, the following:

1. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension Non-procurement, 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 80 and Treasury's implementing regulation at 31 C.F.R. Part 19.
2. New Restrictions on Lobbying. Contractor must certify that it will not, and has not, used federal appropriated funds to 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.
3. Generally applicable federal environmental laws and regulations. Contractor must 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). All violations must be reported to the County, Treasury, and the Regional Office of the Environmental Protection Agency.
4. Generally applicable anti-discrimination laws and regulations, including protections for whistleblowers relating to the use of federal funds.
5. For contracts/subcontracts over \$100,000, work performed by mechanics and laborers is subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by 29 C.F.R. Part 5, including, specifically, safety standards, limitations on hours in a workweek and overtime for any work spent over 40 hours, and proper documentation for all employees.
  - a. A contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided 40 U.S.C. Chapter 37; and
  - b. When a violation of clause (1) occurs, the contractor and any subcontractor responsible for the violation are liable
    - i. to the affected employee for the employee's unpaid wages; and
    - ii. to the government, the District of Columbia, or a territory for liquidated damages as provided in the contract.



**RESOLUTION 2023-17**  
**FOR PAYMENT FROM AMERICAN RESCUE PLAN ACT REVENUE**  
**REPLACEMENT FUNDS: CULLMAN COUNTY FIRE ASSOCIATION**

**WHEREAS**, CULLMAN COUNTY Alabama (the "County") has received American Rescue Plan Act fiscal recovery funds ("ARPA funds") and is charged with ensuring that such funds are administered in accordance with state and federal law; and

**WHEREAS**, the County has duly elected, as prescribed by the U.S. Department of Treasury's final rule, to designate \$10,000,000 of its ARPA funds as revenue replacement funds ("ARPA revenue replacement funds"); and

**WHEREAS**, ARPA revenue replacement funds may be used to facilitate the provision of government services traditionally provided by the County; and

**WHEREAS**, Article III, Section 43.02 of the Constitution of Alabama of 1901, authorizes the County to establish and provide for emergency assistance programs; and

**WHEREAS**, the CULLMAN County Commission (the "Commission") recognizes that the County's volunteer fire departments play a substantial and important role in providing these needed emergency response and assistance services to the residents throughout the County; and

**WHEREAS**, the County's volunteer fire departments currently are in need of equipment that will facilitate and improve the delivery of these services; and

**WHEREAS**, pursuant to Ala. Code 1975, § 9-3-18, the County is authorized to provide public funds to assist organized volunteer fire departments; and

**WHEREAS**, pursuant to Ala. Code 1975, § 9-3-18, the Alabama Legislature has deemed these organizations to be public in nature; and

**WHEREAS**, the Commission wishes to enter into an agreement with the Cullman County Fire Association to provide up to \$100,000 of the County's ARPA revenue replacement funds for the purchase of equipment to be used by the County's organized volunteer fire departments in the delivery of emergency assistance services; and

**WHEREAS**, the Commission has determined that using ARPA revenue replacement funds for the purpose described herein is a necessary, eligible, and reasonable use of these funds.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION** as follows:

1. The County hereby allocates the sum of Two Hundred Thousand Dollars (\$100,000.00) to the Cullman County Fire Association (the "Association") to be paid from Fund 298, Revenue Reduction Fund.

2. The Chairman of the Commission is hereby authorized to enter into a funding agreement with the Association, which shall include at a minimum the terms and conditions applicable to the expenditure of ARPA funds, oversight and reporting requirements, payment terms and conditions, and a description of the purposes for which the funds allocated herein may be used.

3. Notwithstanding any provision of this Resolution to the contrary, revenue replacement funds provided to the Association may not be used for the following:

- a. To make deposits into a pension fund;
- b. To service debt or replenish rainy day funds;
- c. To satisfy settlements and judgments; or
- d. To fund programs, services, or capital expenditures that undermine efforts to stop the spread of COVID-19.

4. Distribution of funds allocated pursuant to this Resolution shall be contingent on the continued appropriation and availability of ARPA revenue replacement funds for the purposes described herein and in no event shall be used for any costs not obligated and expended on or before December 31, 2024.

**IN WITNESS WHEREOF**, the CULLMAN County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 23<sup>rd</sup> day of February, 2023.

  
\_\_\_\_\_  
Chairman, CULLMAN County Commission

## Resolution 2023-18

### RESOLUTION ALLOCATING AMERICAN RESCUE PLAN ACT FUNDS, REVENUE REDUCTION FUNDS TO THE PURCHASE OF ROAD MATERIALS FOR COUNTY ROAD PROJECTS

**WHEREAS**, CULLMAN COUNTY Alabama (the "County") has received American Rescue Plan Act fiscal recovery funds ("ARPA funds") and is charged with ensuring that such funds are administered in accordance with state and federal law; and

**WHEREAS**, federal requirements allow the use of ARPA Revenue Reduction Funds for General Government Services provided State procurement law is followed and certain stipulations are met; and

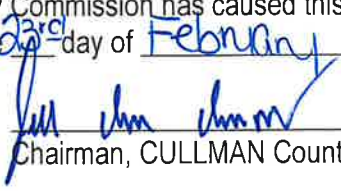
**WHEREAS**, the CULLMAN County Commission plans to complete several projects across the County using ARPA Revenue Reduction Fund 298 to purchase materials and County forces will complete the work; and

**WHEREAS** the CULLMAN County Commission (the "Commission") has determined that it would be appropriate to designate One Million Two Hundred Thousand dollars (\$1,200,000.00) in ARPA Revenue Reduction Funds to purchase road materials for various projects across Cullman County using in-place materials bids under Alabama Competitive Bid Law.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION** as follows:

1. The County hereby allocates the sum of One Million Two Hundred Thousand Dollars (\$1,200,000.00) to the purchase of Road Materials to be paid from Fund 298, Revenue Reduction Fund.

**IN WITNESS WHEREOF**, the CULLMAN County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 23<sup>rd</sup> day of February, 2023.

  
Chairman, CULLMAN County Commission

**RESOLUTION 2023-19**  
**ALLOCATING AMERICAN RESCUE PLAN ACT FUNDS, REVENUE REDUCTION**  
**FUNDS TO THE PURCHASE OF THE PURCHASE OF 55 TON DETACHABLE LOW**  
**BOY TRAILER**

**WHEREAS**, CULLMAN COUNTY Alabama (the "County") has received American Rescue Plan Act fiscal recovery funds ("ARPA funds") and is charged with ensuring that such funds are administered in accordance with state and federal law; and

**WHEREAS**, the County has duly elected, as prescribed by the U.S. Department of Treasury's final rule, to designate \$10,000,000 of its ARPA funds as revenue replacement funds ("ARPA revenue replacement funds"); and

**WHEREAS**, federal requirements allow the use of ARPA revenue replacement funds for general government services traditionally provided by a government, provided that state procurement law is followed and certain stipulations are met; and

**WHEREAS**, eligible expenditures of ARPA revenue replacement funds include the purchase of equipment to facilitate and improve government services; and

**WHEREAS**, the CULLMAN County Commission (the "Commission") has determined that to facilitate and improve the delivery of government services provided by the County it is necessary to purchase one (1) LB55-22DC 55 Ton Detachable Neck Low Boy Trailer from the ACCA Joint Bid Contract; and

**WHEREAS** the Commission has determined that it would be appropriate to designate eighty-three thousand seventy-five dollars and thirty-eight cents (\$83,075.38) in ARPA Revenue Reduction Funds to purchase one (1) LB55-22DC Low Boy Trailer from Gulf City Body and Trailer Works, Inc., on the ACCA Joint Bid Contract.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION** as follows:

1. The County hereby allocates the sum eighty-three thousand seventy-five dollars and thirty-eight cents (\$83,075.38) for the purchase of one (1) LB55-22DC Low Boy Trailer from Gulf City Body and Trailer Works, Inc., on the ACCA Joint Bid Contract.

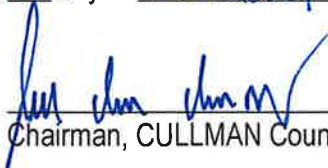
2. Notwithstanding any provision of this Resolution to the contrary, revenue replacement funds provided to the Board may not be used for the following:

- a. To make deposits into a pension fund;
- b. To service debt or replenish rainy day funds;
- c. To satisfy settlements and judgments; or

d. To fund programs, services, or capital expenditures that undermine efforts to stop the spread of COVID-19.

3. Expenditure of the funds allocated pursuant to this Resolution shall be contingent on the continued appropriation and availability of ARPA revenue replacement funds for the purposes described herein and in no event shall be used for any costs not obligated on or before December 31, 2024, and expended on or before December 31, 2026.

**IN WITNESS WHEREOF**, the CULLMAN County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 3<sup>rd</sup> day of February, 2023.

  
\_\_\_\_\_  
Chairman, CULLMAN County Commission



Sponsored By



**ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA  
LIABILITY SELF-INSURANCE FUND, INC.**

**RESOLUTION 2023-20**

WHEREAS, Cullman County is a member of the Association of County Commissions of Alabama Liability Self-Insurance Fund, Inc. ("Liability Fund") for the contract period ending Dec. 31, 2023; and

WHEREAS, the County's participation in the Liability Fund has been a significant benefit to the County since becoming a member; and

WHEREAS, the representation and service provided by the Liability Fund continues to be in the best interest of Cullman County County and its officials and employees; and

WHEREAS, Cullman County would benefit by agreeing to extend its participation in the Liability Fund for an additional three-year period beginning Jan. 1, 2024 and concluding Dec. 31, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Cullman County Commission that it renews its participation in the Liability Fund for calendar years 2024 through 2026 and hereby directs its Chair to immediately execute the 2024-2026 ACCA Liability Self-Insurance Fund, Inc. Participation Agreement.

Adopted this the 23rd day of February 2023.

  
County Commission Chairperson

# PARTICIPATION AGREEMENT

This Contract and Participation Agreement entered into by and between the Association of County Commissions of Alabama Liability Self-Insurance Fund, Inc., a non-profit corporation organized under the laws of the State of Alabama (hereinafter referred to as "Fund" or "Liability Fund"), and the undersigned County or County entity of the State of Alabama (hereinafter referred to as "Participant"), for the purposes of providing liability and/or property coverages prescribed by the Fund's Liability Coverage Document and any Endorsements thereto and, if offered, Property Coverage Document and any Endorsements thereto.

## WITNESSETH:

The undersigned Participant, in consideration of the creation of the Fund to provide liability and property coverages and in further consideration of the other Participants executing identical Participation Agreements, does hereby agree to become one of the members of the Fund. The conditions of membership agreed upon by and between the parties are as follows:

Definition of terms used in this Participation Agreement:

- A. Board - the Board of Trustees of the Liability Fund.
- B. Fund Year - January 1 through December 31.
- C. Service Company – Any firm, entity or individual retained by the Board to manage the Fund's day-to-day activities, which may include administration, claims management, risk management, education, marketing, etc., as may be directed by the Board.
- D. Coverage Documents - the Liability Coverage Document and the Property Coverage Document of the Association of County Commissions of Alabama Liability Self-Insurance Fund, Inc. and any applicable endorsements that set forth in detail the coverages provided.
- E. Incurred But Not Reported (IBNR) - an incident or occurrence that has taken place but on which no claim has been reported in writing to the Service Company.
- F. Claim - a report of injury, damage or loss involving potential liability arising out of an occurrence, offense, error or omission, or accident that takes place during the coverage period and is reported in writing to the Service Company during the coverage period.
- G. Participant – one of the sixty-seven counties in the State of Alabama, any entity created by the County Commission of a county or a separately incorporated county-related entity when the county or entity is the Participant named on the front of this Agreement. A separately incorporated county-related entity or a public official and his or her department of a county that is not a Participant may become a Participant, but only upon approval of the County and the Board upon such terms and conditions as established by the Board.

1. **Term of Contract**

Unless sooner terminated by the Board, the term of this Contract shall be for a period beginning on the date executed or at 12:01 a.m. on January 1, 2024 (whichever date is later), and ending at 12:01 a.m. January 1, 2027.

2. **First Year Contribution/Premium**

Initial first year contribution/premium of any new Participant will be determined by the Fund. If coverage begins after January 1 of any year, the first-year contribution/premium will be pro-rated.

3. **Subsequent Contribution/Premium Experience Rating**

The Fund reserves the right when applicable to use as a guide for future contributions/premiums an experience rating plan to be prescribed by an actuarial firm and to calculate for each Participant its individual experience rating when earned in accordance with the provisions of such experience rating plan.

4. **Contribution/Premium Payment**

All contributions/premiums are due on or before the inception of coverage and each year thereafter as set by the Board until the termination of the contract period. The Board may from time to time establish a policy for payment of contributions/premiums including a provision for a late payment penalty.

5. **Reporting of Claims**

If a claim or suit is filed against the Participant, or its covered officers, agents or employees, the Participant shall immediately forward the same to the Service Company.

6. **Cooperation with Risk Management Recommendations**

The Participant agrees that it will cooperate in instituting any and all reasonable safety regulations and/or risk management recommendations that may be recommended for the purpose of eliminating or minimizing hazards that would contribute to liability or property losses. In the event that the recommendations submitted by the Service Company on behalf of the Fund seem unreasonable, the Participant has a right to appeal to the Board and the decision of the Board shall then be final.

7. **Liability Coordinator**

The Participant agrees that it will appoint a Liability Coordinator for the Participant and that the Fund and its service company shall not be required to contact any other person. Any notice to the Liability Coordinator shall be considered notice to the Participant. The Participant reserves the right, however, to change the coordinator from time to time by giving written notice to the Fund and to the service company at least ten (10) days prior to the effective date of the change.

8. **Claims and Legal Counsel**

The Fund, through the Service Company employed by the Fund, agrees to handle any and all covered claims after notice has been given, and to provide a defense. It shall carry on all negotiations with the injured claimant or his or her attorney at the onset and negotiate within authority previously granted by the Fund. If a

personal appearance by an employee of the Participant is necessary, the expense of this appearance will be paid by the Participant. In a manner directed by the Board, legal counsel will be retained on behalf of and at the expense of the Fund necessary for the defense of any litigation.

9. **Legal Defense and Cooperation**

The Participant hereby agrees that any covered suit brought against the Participant shall be defended in the name of the Participant by the attorney or attorneys selected in a manner directed by the Board. Full cooperation by the Participant shall be extended to supply any information necessary or helpful in such defense. The Participant further agrees to cooperate with the Fund in the investigation and settlement of the claim or defense against the suit. The County Attorney may be requested to provide defense assistance but shall not have the responsibility or authority to settle or otherwise direct any litigation without approval of the Service Company or the Board.

10. **Fund Experience**

Every year, the Fund or the Service Company will endeavor to supply to each Participant a printout involving a statement of claims, claims status, and activity report cumulative for each Fund year. The disclosure of certain information about claims may be withheld, limited or conditioned to prevent claimants who may work for the Participant from having access to that information.

At least annually, the Board will carefully review, study and consider the actual claims or loss experience (including reserves for future claims payments) of each of the Participants, the pro rata cost to the Fund resulting from overall loss experience attributed to each Participant and the pro rata portion of the cost of reinsurance, if any, as well as the pro rata allocation, as determined by the Board, of the other and necessary administrative expenses of the Fund, in order to reasonably determine that actual pro rata cost, expense, and loss experience of each Participant for the purpose of determining future contributions/premiums and refunds of contributions/premiums, if any. Individual claims against each Participant may be capped at a certain limit for purposes of determining the experience of each Participant with the excess shared among all Participants.

11. **Assessments**

Due to the nature of a self-insurance fund, the Fund reserves the right to assess Participants' amounts, in addition to contributions/premiums, as may be necessary for the protection of its Participants. If, at any time, in the opinion of the Board, the assets of the Fund become insufficient to enable the Fund to discharge its obligations, including but not necessarily limited to, payment of all due damages and losses, maintenance of reserves for claims which have occurred and have been reported, maintenance of reserves for claims which have occurred and not been reported, expenses due and reasonable expenses forthcoming, the Fund shall have the right to assess each Participant member participating in the plan during any part of a year during which an insufficiency may exist such amount as, in the opinion of the Board, is required to correct the insufficiency.

Each Participant's assessment shall be computed by the Board and may have the same ratio to the total assessment amount as the Participant's earned contribution/premium of the Fund during the twelve months preceding the assessment. A Participant's earned contribution/premium shall be the pro rata portion of contributions/premiums paid by it for the period during which its Agreement with the Fund was in effect.

Any assessment shall be a legal debt and obligation of the Participant and shall be due and payable when written notice of the assessment is received. However, the Board may allow up to twelve months for payment of any assessment in accordance with such guidelines as it may establish.

12. **Assets of the Fund**

All assets in the Fund, including any surplus which the Fund may have accrued since the Fund's inception, shall remain the property of the Fund at all times subject to the decisions of the Board. No Participant has the right to seek distribution or withdrawal of any surplus or investment earnings which the Fund has accrued.

13. **Refunds, Dividends and Other Distributions**

The Fund may, from time to time, at the discretion of and upon such terms and conditions prescribed by the Board, make a refund, dividend or other distribution from part of the Fund's surplus or from investment earnings. Such distributions may be limited to certain years of participation. Consideration may be given to the loss experience and years of participation of Participants. The Participant agrees that the decisions of and procedures adopted by the Board affecting refunds, dividends or any other distribution, and the manner of computing such refund, dividend or other distribution shall govern in all instances for the making of any distribution by the Fund. No Participant shall be entitled to or have the right to receive any refund, dividend or any other distribution that may be approved by the Board from any of the surplus or investment earnings if such Participant is not a member of the Fund at the time such refund, dividend or distribution is approved by the Board or if such Participant is not a member of the Fund as of the effective date of such refund, dividend or distribution.

14. **Withdrawal by Participant from the Fund**

a. **Withdrawal at End of Contract**

Any Participant may withdraw from the Fund at the end of the term of this contract by giving at least sixty (60) days notice in writing to the Board of its desire to so withdraw. Written notice must include a certified copy of the minutes of the meeting where the governing body voted to withdraw from the Fund. If notice is not given as prescribed herein, this Agreement will automatically renew for another three (3) year period of time.

All claims reserves, at all times, are the property of the Fund. At no time may any Participant withdraw the claim reserves. Unless otherwise agreed to in writing by the Participant, all pending or open claims which have been reported to the Fund (or its Service Company) by the Participant will continue to be obligations of the Fund. The Fund shall not be responsible for any new or incurred but not reported claim(s) after the withdrawal of the Participant.

b. **Withdrawal During a Contract Commitment**

Each Participant is obligated and commits itself to remain as a member of the Fund for the term of this contract period. All claim reserves are recognized as property of the Fund. At no time may any Participant withdraw the claim reserves. Unless otherwise agreed to in writing by the Fund, if a Participant withdraws from the Fund during this contract commitment, such withdrawal shall be considered a breach of this agreement and all pending or open claims regardless of whether the same have been reported to the Fund (or its Service Company) by the Participant or remain unreported, shall become the obligation of the Participant. The Fund shall cease to process all such claims. The Fund shall cease to defend and/or shall withdraw from any defense of litigation pending regarding such claims, and the defense, settlement and indemnity of such claims or litigation shall become the sole responsibility and obligation of the member Participant so withdrawing. The Fund shall not service any new or incurred but not reported claims after the withdrawal of the Participant. However, all claims on which a prior written agreement to settle shall have been executed by the Fund or on which a prior judgment shall have been entered, shall not be considered pending or open, and the Fund shall honor such agreements and/or judgments.

15. **Limitation or Cancellation of Coverage by the Fund**

a. **Non-payment of Contribution/Premium**

In the event that the Participant fails or refuses to make the payments of contributions/premiums, the Fund reserves the right to treat such non-payment as a breach of the agreement and terminate the membership of such Participant by giving ten (10) days written notice. The Fund further reserves the right to collect any and all contributions/premiums that are earned on a short rate basis for the period preceding such contract termination. Any Participant whose membership is terminated hereunder shall be considered to have withdrawn during the three-year contract commitment and shall be subject to the provisions of paragraph 14.b. above.

b. **Any Other Reason**

The Fund reserves the right to condition, limit, modify or cancel coverage afforded in the Coverage Documents, in whole or in part, as to any member Participant if, in the opinion of the Board, such is in the best interests of the Fund as a whole. Grounds for conditioning, limiting, modifying or canceling coverage include the violation by any member of any duty or obligation under the Coverage Documents or this Participation Agreement. Written notice of such change in coverage will be mailed or delivered at least thirty (30) days before the effective date of such change.

16. **Inspections and Surveys**

The Fund, at its option, may inspect and survey the Participant's records, property and operations at any time. It is understood and agreed that these inspections and surveys are for the Fund's benefit only, and shall not constitute an undertaking by the Fund to determine or warrant that the Participant's property or operations are safe or healthful, or comply with any law, rule, regulation, code or standard. Any and all reports which may be issued following an inspection or survey are issued for the Fund's benefit. Such reports are not warranties but they could affect the Participant's coverage. Failure to respond or follow these reports may be considered by the Fund in calculating contributions and determining whether to condition, limit, modify or cancel coverage afforded in the Coverage Documents.

17. **Waiver of Uninsured Motorist Coverage**

As a self-insurance fund, the Fund is not subject to the provisions relating to uninsured motorist coverage under Alabama law. By participating in the Fund, the Participant is expressing its desire not to receive uninsured motorist coverage and to waive such coverage.

18. **Agreement to Abide by the Bylaws**

The Participant agrees to abide by the Bylaws of the Fund as adopted by the Board of Trustees of the Liability Fund.

19. **Audit**

The Fund agrees that all Fund transactions will be annually audited by a certified professional accounting firm.



20. **Actuarial Valuation**

The Fund will have an actuarial valuation of reserves performed each year to audit the adequacy of reserves and contributions/premiums.

21. **Nonwaiver of Rights, Immunities and Defenses**

No Participant, by participating in this agreement and contributing thereto, shall by its actions be deemed to have waived any rights, immunities or defenses granted it by laws of the State of Alabama, nor shall any officer, agent or employee of such Participant or sheriff or employee of the sheriff by virtue of his/her being covered be deemed to have waived any rights, immunities or defenses available to him/her by the laws of the State of Alabama. The Fund, however, by defending such Participant or any official or employee, shall be entitled to use any and all such rights, immunities and defenses on behalf of such entity/person defended.

22. **No Independent Interest in the Fund**

All monies, assets, interest and property held by the Fund pursuant to this Participation Agreement shall not be subject to assignment, alienation, pledge, attachment, garnishment, sequestration, levy or other legal process, either voluntary, involuntary or by operation of law, by, on behalf of, or in respect of the Participant and shall not be subject or applied to the debts, obligations or liabilities of the Participant, including, without limitation, any direct action or seizure by any creditor or claimant under any writ or proceeding at law or in equity. Furthermore, the Participant shall have no independent interest in, or right to, the assets held by the Fund, and it is the intention of the parties to this Participation Agreement that the Participant's entry into and participation in the Fund shall extinguish and remove all of the Participant's interest in the Fund under the Bankruptcy Code or similar laws.

23. **Nature of Fund**

Each Participant agrees that by executing this Participation Agreement, it understands and agrees that the Fund is simply a legal vehicle by which each member Participant has joined together in providing self-insurance liability and property programs under the provisions of Ala. Code § 11-30-1, *et seq.*, as amended by Act 2015-53, and as may be further amended. Under no circumstances shall said Fund be deemed to be an insurance company.

IN WITNESS WHEREOF, the parties hereto execute this Participation Agreement this the 23<sup>rd</sup> day of February, 2023.

FUND:

ASSOCIATION OF COUNTY COMMISSIONS OF  
ALABAMA LIABILITY SELF-INSURANCE FUND, INC.

By

[Signature]

ACCA LSIF Representative

PARTICIPANT:

By

[Signature]  
Jeff "Clem" Clemons

Chairman of the County Commission or  
Director of the County Entity

The Participant's Liability Coordinator, as noted in Item 7 - Page 2, is as follows:

NAME: Jeff "Clem" Clemons  
(Please Print)

TITLE: Chairman

ADDRESS: 500 2<sup>nd</sup> Ave SW

CITY: Cullman ZIP: AL

TELEPHONE: (256) 775-4878

EMAIL: jclemons@co.cullman.al.us

**NOTE:** Please return this signed Participation Agreement in its entirety to the ACCA LSIF, P.O. Box 5040, Montgomery, AL 36103-5040. An executed copy will be sent to the Liability Coordinator named above.



**RESOLUTION 2023-21**  
**ALLOCATING AMERICAN RESCUE PLAN ACT FUNDS, REVENUE REDUCTION**  
**FUNDS TO THE PURCHASE OF T480 TANDEM DUMP TRUCKS**

**WHEREAS**, CULLMAN COUNTY Alabama (the "County") has received American Rescue Plan Act fiscal recovery funds ("ARPA funds") and is charged with ensuring that such funds are administered in accordance with state and federal law; and

**WHEREAS**, the County has duly elected, as prescribed by the U.S. Department of Treasury's final rule, to designate \$10,000,000 of its ARPA funds as revenue replacement funds ("ARPA revenue replacement funds"); and

**WHEREAS**, federal requirements allow the use of ARPA revenue replacement funds for general government services traditionally provided by a government, provided state procurement law is followed and certain stipulations are met; and

**WHEREAS**, eligible expenditures of ARPA revenue replacement funds include the purchase of equipment to facilitate and improve government services; and

**WHEREAS**, the CULLMAN County Commission (the "Commission") has determined that to facilitate and improve the delivery of government services provided by the County it is necessary to purchase two (2) T480 Tandem Dump Trucks from Truckworx, using pricing available from the Sourcewell cooperative contract number 060920-KTC, at a cost of \$149,500 each; and

**WHEREAS** the Commission has determined that it would be appropriate to designate two hundred ninety-nine thousand dollars (\$299,000) in ARPA Revenue Reduction Funds to purchase two (2) T480 Tandem Dump Trucks from Truckworx, using pricing available from the Sourcewell cooperative contract number 060920-KTC.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION** as follows:

1. The County hereby allocates the sum of two hundred ninety-nine thousand dollars (\$299,000) for the purchase of two (2) T480 Tandem Dump Trucks from Truckworx to be paid from Fund 298, Revenue Reduction Fund.
2. Notwithstanding any provision of this Resolution to the contrary, revenue replacement funds provided to the Board may not be used for the following:
  - a. To make deposits into a pension fund;
  - b. To service debt or replenish rainy day funds;
  - c. To satisfy settlements and judgments; or
  - d. To fund programs, services, or capital expenditures that undermine efforts to stop the spread of COVID-19.

3. Expenditure of the funds allocated pursuant to this Resolution shall be contingent on the continued appropriation and availability of ARPA revenue replacement funds for the purposes described herein and in no event shall be used for any costs not obligated on or before December 31, 2024, and expended on or before December 31, 2026.

**IN WITNESS WHEREOF**, the CULLMAN County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 23<sup>rd</sup> day of February, 2023.

  
\_\_\_\_\_  
Chairman, CULLMAN County Commission



Jay Callaway  
Truckworx of Birmingham  
2220 Finley BLVD  
Birmingham, AL 35234  
Office: 601.939.5300  
Cell: 601.702.1923  
Email: jonathanc@truckworx.com  
www.TRUCKWORX.com

Attn: Cullman County Commission

February 20, 2023

Dear Commissioner,

Truckworx is offering the lowest residual value to the Alabama League of Municipalities by offering a guaranteed Buy-back to Cullman County Commission, in efforts to reduce operational expenses.

**2024 T480 Tandem Dump Truck**

<b>Engine Cummins PX-9</b>	360 HP
<b>Transmission Allison</b>	3000 RDS
<b>Front Axle</b>	18K
<b>Rear Axle(s)</b>	40k
<b>Rear Suspension Chalmers</b>	40k
<b>Cab to Axle</b>	133.5
<b>Wheelbase</b>	203
<b>Tires</b>	315/80R22.5 & 11R22.5 14PR
<b>Wheels</b>	Aluminum
<b>Ratio</b>	5.57
<b>Fan hub on/off</b>	2-speed fan hub
<b>Cooling Module</b>	1000 square inches

**Total Price per unit \$149,500.00**  
**Sourcewell Contract#060920-KTC**  
**Three Year Buy Back 85k Color; 80k**  
**White**



Thank you for your consideration of our proposal. Please feel free to contact me if you have any questions. I look forward to providing you with "The World's Best!"

Jay Callaway,  
Vice President of Government Accounts











**Solicitation Number: RFP #060920**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kenworth Truck Company, Division of PACCAR Inc., 10630 N.E. 38<sup>th</sup> Place, Kirkland, WA 98033 (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 government entities. Participation is open to federal, state/province, and municipal governmental entities, 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 the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**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 1, 2024, 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 Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship pursuant to the express vehicle warranty and extended warranties provided with all Vendor's vehicles. Vendor does not warrant or accept responsibility or liability for any parts separately warranted, for example, body installations, or engines not manufactured by Vendor (which carry a separate manufacturer's warranty). In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

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

### **3. PRICING**

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

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

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

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

Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

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

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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

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

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order. If a performance bond is requested by a Participating Entity, Vendor's dealer will have sole responsibility to agree to and establish the bond.

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

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

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

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

## 7. CUSTOMER SERVICE

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

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

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

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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



price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the administrative fee amount stated in the Proposal multiplied by the total number of trucks purchased by Participating Entities 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 45 calendar days after the end of each calendar quarter.

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

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

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

#### **10. 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, or any other relationship such as master-servant, or principal-agent.

### **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, to the extent 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 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

### **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. INDEMNIFICATION**

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

### **15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
  - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
  - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

#### **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 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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

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

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

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

## 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), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional 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 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 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. Intentionally Omitted.

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), or self-insurance in accordance with Vendor's risk management practices.

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

## **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 the Canadian

government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

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

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference. If required to file compliance reports, Vendor will provide AAP and EEO1 reports only.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

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

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

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

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

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

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

also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

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

**24. CANCELLATION**

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

Sourcewell

Kenworth Truck Company,  
Division of PACCAR Inc.

DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D0648D...  
Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO

DocuSigned by:  
By: Mike Kleespies  
0BBF148A584040E  
Mike Kleespies  
Title: Director Medium Duty Sales

Date: 8/24/2020 | 3:43 PM CDT

Date: 8/24/2020 | 2:26 PM CDT

Approved:  
DocuSigned by:  
By: Chad Coauette  
7E42B8F817A64CC  
Chad Coauette  
Title: Executive Director/CEO

Date: 8/24/2020 | 3:44 PM CDT

# RFP 060920 - Class 4-8 Chassis with Related Equipment, Accessories, and Services

## Vendor Details

Company Name: Kenworth Truck Company, Division of PACCAR Inc.  
Address: 10630 N.E. 38th Place  
Kirkland, Washington 98033  
Contact: Mike Kleespies  
Email: mike.kleespies@paccar.com  
Phone: 813-455-1248  
HST#: 916029712

## Submission Details

Created On: Monday May 04, 2020 13:34:50  
Submitted On: Tuesday June 09, 2020 12:25:16  
Submitted By: Mike Kleespies  
Email: mike.kleespies@paccar.com  
Transaction #: 093110d5-8364-41a5-bf4a-75cd7cf89286  
Submitter's IP Address: 165.225.223.59



## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Kenworth Truck Company, Division of PACCAR Inc.
2	Proposer Address:	Division Headquarters: 10630 N.E. 38th Place Kirkland, Washington 98033 (425) 828-5000  PACCAR Inc. 777 106th Ave Ne Bellevue, WA, 98004 (425) 468-7400
3	Proposer website address:	www.kenworth.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mike Kleespies Director Medium Duty Sales 8338 Golden Prairie Dr Tampa, FL 33647 mike.Kleespies@paccar.com 813-455-1248
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Kleespies Director Medium Duty Sales 8338 Golden Prairie Dr Tampa, FL 33647 mike.Kleespies@paccar.com 813-455-1248
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	none

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>The Kent and Worthington family starting building trucks in 1915 and formed Kenworth in 1923. In 1944, PACCAR purchased Kenworth Trucks. Kenworth Truck Company is a Division of PACCAR Inc. The Kenworth mission is to engineer, manufacture, and market "THE WORLD'S BEST" trucks and services. We will accomplish our mission through commitment to employee development, agile business processes, and unsurpassed customer satisfaction. Our vehicles will be first in technology and best in class as defined by the top outside rating agencies.</p> <p>CORE VALUES:</p> <ul style="list-style-type: none"> <li>• Our People – Encourage a culture that values and empowers employees through open communication, integrity and teamwork. Provide a safe environment for employees to work and grow.</li> <li>• Our Product – Lead the industry in technologically advanced products and services while maintaining the Kenworth reputation as a custom, high quality, premium value vehicle.</li> <li>• Our Business – Operate according to sound business principles, guided by strong ethics to achieve profit and performance goals. Enhance Kenworth's reputation as a leader within the industry and in our communities.</li> <li>• Our Customers – Enable the success of dealers and customers by understanding their unique requirements and by providing reliable, innovative custom products and services.</li> <li>• Our Partners – Create an environment that encourages cooperation between PACCAR divisions to capitalize on individual strengths while maintaining brand identity. Foster supplier relationships to ensure mutual value and success.</li> </ul>
8	What are your company's expectations in the event of an award?	Similar to what we're doing now with the current class 6,7, & 8 chassis award. We will continue to engage the entire Kenworth dealer network throughout the United States and Canada to work with members and offer the entire lineup of Kenworth brand commercial trucks, all types of truck related equipment, transportation, finance and lease, and maintenance and repair parts solutions that meet members specific fleet needs.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	PACCAR Inc. has enjoyed over 100 years of superior performance with a positive net profit over the past 81 consecutive years. PACCAR achieved record revenue in 2019 of \$25.6 billion and net income of \$2.39 billion. PACCAR has paid a yearly dividend since 1941. PACCAR has an A+/A1 Credit Rating. The 2019 annual report is uploaded in supporting documents.
10	What is your US market share for the solutions that you are proposing?	Kenworth had US 2019 year end class 8 market share of 15.6%. Kenworth had US 2019 year end class 6 and 7 market share of 8.7%.
11	What is your Canadian market share for the solutions that you are proposing?	Kenworth had Canada 2019 year end class 8 market share of 15.4%. Kenworth had Canada 2019 year end class 6 and 7 market share of 10.8%.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
13	<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>	B) Kenworth Truck Company is a truck manufacturer. The primary sales force is through our independently owned and contracted dealers located throughout the United States and Canada. Our contracted dealers sell and service Kenworth brand commercial trucks in the class 5, 6, 7 and 8 class. The Kenworth dealers will prepare the complete vehicle solutions for the members. In addition, Kenworth employs approximately 50 field sales personal located throughout the U.S. and Canada that support dealer sales personnel in preparing vehicle quotes, offers and after sales support to assist in meeting end user needs. These individuals are employees of Kenworth Truck Company.
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All contracted dealers are required to have vehicle dealer licenses and other certifications as required by the applicable state and local laws.
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> <li>- 2019 Kenworth Recognized as Top Workplace for Women in Transportation</li> <li>- 2019 National Association of Manufacturers (NAM) Manufacturing Leadership Award to Kenworth Chillicothe Ohio Plant.</li> <li>- 2018 Paccar Ste. Therese Plant Receives Frost &amp; Sullivan Manufacturing Leadership Award.</li> <li>- 2018 Kenworth Renton Plant receives King County Environmental Honor</li> <li>- 2017 Kenworth Chillicothe Plant named Best Place to Work in Ross County</li> <li>- 2017 Kenworth Chillicothe Plant receives "Encouraging Environmental Excellence" Award from Ohio EPA</li> <li>- 2016 Kenworth Chillicothe Plant earns AEP Ohio Energy Efficiency Award</li> <li>- 2016 Gold Award from the King County Industrial Waste Program to our Chillicothe truck manufacturing facility.</li> <li>- 2015 Kenworth T880 Vocational Truck Named ATD Truck of the Year</li> <li>- 2015 Kenworth Renton Plant earns Best Workplace for Waste Prevention and Recycling Award</li> </ul> <p>A copy of press release for each award is also uploaded in the additional documents section.</p>
17	What percentage of your sales are to the governmental sector in the past three years	Approximately 5%
18	What percentage of your sales are to the education sector in the past three years	Less than 1%
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	2016 to 2020 Sourcwell contract for class 6,7 & 8 vehicles. All other state or cooperative purchasing contracts are held with various Kenworth dealers throughout the United States and Canada. For example: Florida Sheriffs Association annual contract award includes dealers Kenworth of Jacksonville, Kenworth of Central Florida, and Kenworth of South Florida.
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None. A GSA contract is held by a Kenworth dealer (Central Truck Center) with approximately 20 to 40 units sales per year.

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
Cullman City	Wesley Moore	256-775-7110
City of Prattville	Dale Gandy	334-850-0726
Jefferson County	Mike McDermotte	205-325-5101

**Table 5: Top Five Government or Education Customers**

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Jefferson County	Government	Alabama - AL	Class 8 trucks	53 trucks	Approx. \$7 million
Dekalb County	Government	Georgia - GA	Class 8 trucks / many natural gas	41 trucks	Approx. \$8 million
State of TN	Government	Tennessee - TN	Class 7 trucks / dump w/plow	43 trucks	Approx. \$5 million
MN State Govt	Government	Minnesota - MN	Class 8 trucks	35 trucks	Approx. \$4 Million
Baldwin County	Government	Alabama - AL	Class 8 trucks	19 trucks	Approx. \$2.5 Million

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response <sup>1</sup>
23	Sales force.	Kenworth Dealer Sales Force - It's estimated that there are over 1500 trained and dedicated sales personnel at over 400 Kenworth dealer locations. Nearly all Kenworth dealers currently conduct some level of sales to Sourcwell members through the current contract or through direct bidding. All truck salespeople at Kenworth dealers are trained and engaged daily in the specification development, truck equipment solicitation and coordination, quote development and order fulfillment of commercial trucks in all segments of the industry. Supporting the dealer sales personnel are 50 plus Kenworth Truck Company field personnel throughout U.S. and Canada.
24	Dealer network or other distribution methods.	Over 400 Kenworth dealer locations across U.S and Canada. A list of dealer location is uploaded to supporting documents.
25	Service force.	Kenworth Dealer Parts and Service departments – After sale warranty, parts, maintenance and repair service is provided and managed through the 400 plus Kenworth dealer locations. Each location includes a service and parts department to support members maintenance, repair and parts needs. In addition, Kenworth Truck Company employs a field support group to assist dealers as needed to meet member's needs.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<ul style="list-style-type: none"> <li>- Kenworth dealers have developed processes and procedures to respond to customer service needs for vehicle maintenance and repairs. Most dealers have target guidelines to assure the highest level of customer service.</li> <li>- Dealers are required to have trained technicians, extended hours of operation, create and use an express lane bay to rapid diagnostics in order to reach the goal of Premier Care Gold Certified Dealer.</li> <li>- Premier Care Gold Certified Dealer must meet certain criteria and standards to reach this status. Kenworth's PremierCare Gold Certified dealer network is committed to maximizing the productivity by offering expedited diagnostics, world-class service, mobile roadside assistance and a premium driver's lounge.</li> <li>* Expresslane - When the unexpected happens, PremierCare ExpressLane provides an expert diagnosis and estimate of the time and cost of repair — within two hours. Every Kenworth PremierCare Gold Certified dealership has dedicated ExpressLane technicians to support the two-hour diagnosis.</li> <li>* Factory-certified technicians with advanced engine training and immediate access to a vast inventory of quality parts to streamline service solution. Every PremierCare Gold certified location offers extended evening and weekend hours. TruckTech+ professionals can help diagnose issues leveraging Kenworth's TruckTech+ remote diagnostics system, before the truck arrives at the dealer.</li> <li>* Kenworth PremierCare Roadside Assistance is on call 24 hours a day, 365 days a year to connect you with the help you need anywhere in North America. 1-800-KW-ASSIST puts you in touch with a highly trained Kenworth truck specialist who can manage emergency service and unplanned repairs, schedule preventive maintenance and expedite parts ordering.</li> <li>- In the event of a breakdown on the road; PremierCare at 1-800-KW-ASSIST will identify the closest certified dealer, then contacts that dealer and arranges towing if needed and schedules the service into the shop, then tracks the repair to completion. This is a service to help manage the breakdown, warranty and/or payment if required.</li> <li>- We also have Truck Tech + which is our onboard/mobile diagnostics which allows the customer to see what is going on with their fleet health as well as locate the closest dealer. As this system progresses it will also alert customer which locations have the parts in stock and how quick the closest dealer will be able to get truck into shop.</li> <li>- KW Customer Satisfaction Process: KCSS is the program KW truck company uses to contact customers and rate their experiences with product and recent service visits. We are then notified and make contact with customer to resolve any outstanding issues. Many Kenworth dealers also have their own internal customer satisfaction standards and practices.</li> </ul>
27	Identify your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	We have been successfully providing a large quantity of commercial trucks to U.S. members through the current Sourcwell contract. The quote activity is strong and sales volume has increased year over year. This will continue to grow as we continue to aggressively support the member needs.
28	Identify your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	We have been delivering a small quantity of trucks to Canadian entities through the current Sourcwell contract. The quote activity is growing and sales growth anticipated. This will be supported with dealer training and specific topics addressing Canada separately.

29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The Kenworth dealer will seek quotes for additional freight and other related services that are required for shipping to these destinations. No other requirements or restrictions would apply.

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The primary method of promoting this contract will be through our dealers. We have a Sourcwell supporting program in place that all Kenworth dealers see on our main internal website. Nearly all of our dealers are already engaged with the Sourcwell contract and sales activity. They promote through personal contact with members, distribution of flyers, open house events, and use of other printed material (examples uploaded to supporting documents) - Many dealer participate in regional shows targeted to the government and municipal sector. We push and encourage dealer participation primarily due to the contract award and to develop promotional materials to display and hand out at the shows. - We issue a press release each year when pricing is updated on the contract and will continue to do so. (copy of a past press release uploaded) - Additional marketing materials continually developed. We promote the Sourcwell contract at trade shows that Kenworth Truck Company participates directly.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Kenworth website is the main site for reference to all models, information, and directory to all Kenworth dealers. Additionally, we promote through many social media platforms like Facebook, Twitter, and LinkedIn. Kenworth also utilized a YouTube page which has useful information on our models as well as customer testimonials. Kenworth has it's own phone App which allows anyone to access information about Kenworth models and dealer locations with their smartphone.
34	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	Kenworth Truck Company, and all the Kenworth dealers are promoting the benefits to members cooperatively. Sourcwell's role is to help training the dealers about the benefits and continual development of how to approach, listen and respond to members needs. The benefits that members enjoy in using cooperative contracts mirror the benefits that Kenworth Truck Company and all Kenworth dealers enjoy as well. Every day a Kenworth dealer someplace in the United State and Canada is working with a member or potential member to quote equipment to meet a specific need. We have already integrated the process to quote complete vehicle solutions to member using the awarded contract. The process is similar to the normal sales process and is constantly being refined to provide members superior service and responsiveness.
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.	Given that one of our strengths is the ability to custom design and build the ideal long lasting high quality commercial truck, an e-procurement system isn't feasible.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply	Kenworth dealer salespeople provide truck chassis operator instructions to customers as needed upon delivery of the vehicle. In situations where a unique body is involved, typically the salesperson will bring along that specific vendor representative to provide operator instructions and answer any related questions. - Additional operator training and/or maintenance and repair training, usually conducted as a training event, are typically provided to a group of individual upon request and any costs associated with this type of training would be mutually agreed upon between the Kenworth dealer and member.

37	Describe any technological advances that your proposed products or services offer.	<p>Safety: Nearly all Kenworth models are available with Bendix roll stability control, Bendix collision mitigation systems (such as Wingman Fusion) and Meritor collision mitigation systems (such as On-Guard) that enhance driver safety. These systems offers active braking and collision avoidance through forward looking radar and windshield mounted camera with optional video recording. Side object detection is also optional.</p> <p>- Fuel Economy: Kenworth has improved powertrain fuel efficiency by utilizing automated transmissions that have shift points and neutral coast modes which are programmed to be optimized with our Paccar MX engine. Driver aids can also be optioned which help coach the driver to drive more efficiently. These features include driver performance assistant, driver shift aid, driver rewards, and progressive shifting. Multi Torque engines can also be optioned which reduces the amount of torque available to the driver until the vehicle is in the top 2 gears.</p> <p>- Other technological advances available on select models includes NavPlus HD, which features a true truck GPS navigation system, and TruckTech+. TruckTech+ is an innovative technology that helps diagnose and solve potential problems — before they impact the operation and assure maximum uptime. This includes potential over the air updates to MX engines. This technology is standard on Kenworth models with a PACCAR MX-13, MX-11, or Cummins X15 engine, the system delivers:</p> <ul style="list-style-type: none"> <li>• Instant notification of actionable engine and aftertreatment fault information.</li> <li>• Fault codes are accompanied by a plain language explanation of the problem and a proposed course of action</li> </ul> <p>— immediately empowering the driver and/or fleet manager to make the right decision.</p> <ul style="list-style-type: none"> <li>• Proactive diagnostic and repair planning assistance with detailed analysis of critical fault codes — before the truck arrives at the shop.</li> </ul>
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>Kenworth now offers a medium duty electric vehicle in class 6 or class 7 weight range. We also offer a wide range of natural gas engines in vehicles class 6, 7 and 8. An all electric class 8 vehicle will be available added to this contract in 2021. A hydrogen fuel cell / electric vehicle class 8 vehicle will be available and added to this contract at a future date to be determined.</p> <p>Kenworth has been awarded three government grants that support low emissions projects involving Kenworth Day Cabs targeted for use as drayage tractors in Southern California ports. The first two projects are funded by the U.S. Department of Energy (DOE) Office of Energy Efficiency and Renewable Energy (EERE), with Southern California's South Coast Air Quality Management District (SCAQMD) as the prime applicant. Kenworth has built near zero and zero emissions tractors to transport freight from the Ports to warehouses and railyards.</p>
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.	<p>Kenworth was awarded Environmental Protection Agency's Clean Air Excellence award in the past in recognition of its environmentally friendly products. We continually progress with advanced technologies that reduce green house gas emissions and offer truck models that include zero and near zero emissions.</p> <p>Although not required any longer, a number of Kenworth models are available as SmartWay Certified. The EPA SmartWay Transport Partnership is an innovative collaboration between the EPA and freight industry, designed to improve energy efficiency and reduce emissions.</p>
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.	<p>There are two known WMBE Kenworth dealers: Kenworth of Louisiana (Jodie Teuton) and Rihm Kenworth (Kari Rihm). Additionally, Kenworth Truck Company was recognized in 2019 as a top workplace for women in transportation. Copy of press release uploaded to documents section.</p>
41	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>Kenworth designs and build superior quality, highly customized commercial vehicles from class 5 through 8. Our focus is on high quality, long lasting, extremely durable, and customizable cab and chassis to be matched with truck related equipment. For example, we offer customer frame layouts that allow a member or truck equipment manufacturer to determine where they want frame mounted equipment to match a specific body exactly. We also offer commercial trucks to help meet sustainability goals. This includes trucks with: natural gas engines, fully electric medium duty and heavy duty drivetrains, and future units with hydrogen fuel cell technology.</p>



**Table 9: Warranty**

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Regarding all Kenworth products, that depends on the specific model and components selected. Some components are covered by their respective manufacturer. For example, Cummins Engines are covered under a Cummins warranty. Cummins warranty service is available at Kenworth dealers and claims passed through to Cummins directly. Another example is with Allison transmissions. These transmission are warranted by Allison, and unless the Kenworth dealer is an authorized Allison warranty location, the Kenworth dealer would normally arrange for the transport and coordination of the repair with the local Allison authorized repair center. Add on bodies or other truck related equipment are covered by those respective suppliers. The selling dealer usually work cooperatively with the supplier to manage the warranty repair with the appropriate sub-contractor. Parts and labor is included in all the standard warranties with Kenworth. Cummins, Allison, TEM equipment, other components, and add on devices typically cover parts and labor as well, but are specific to those items. The Kenworth base chassis and various engine warranties are uploaded in the documents section.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	If a Kenworth truck is used in what is defined as a severe service application, a specific standard warranty is defined separately for units that fall into this category. Severe service definition and the specific warranty is included in the warranty documents uploaded.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Each breakdown situation is unique. Kenworth dealers are trained to make judgment decisions necessary to determine the optimum method to resolve a warrantable breakdown. If the breakdown is within the first 6 months or 100,000 miles, and if the dealer has the resources and capability and determines that a technician road call is the best alternative, the dealer is reimbursed for such calls under a Kenworth warrantable repair.
45	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 participating entities in these regions be provided service for warranty repair?	Kenworth authorized dealers are located in all U.S. states and throughout Canada. A list of the 400 plus locations is uploaded to the documents section. Locations can also be found via the dealer locator at <a href="http://www.kenworth.com">www.kenworth.com</a> . Kenworth warrantable repairs must be performed by an authorized Kenworth dealer location. Note that certain component warrantable repairs may be performed by any authorized location of that specific component make.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Components added during primary chassis assembly at the Kenworth factory will pass through Kenworth Truck Company if the warrantable repair is performed at an authorized Kenworth dealer. Claims pass through Kenworth to the original manufacturer. Bodies and other related add on equipment are warrantable by those specific equipment manufacturers or service providers. In many situations, if the Kenworth dealer is capable of providing the warrantable repair needed on a body or other truck related equipment, the truck equipment manufacturers will allow the Kenworth dealer to make the repair on their behalf.
47	What are your proposed exchange and return programs and policies?	No exchange or return program exists since each truck is custom made to the specifications needed by the member. However, any exceptions would be at the discretion of the selling Kenworth dealer.
48	Describe any service contract options for the items included in your proposal.	Service contract options are available separately through the local Kenworth dealer. Add on contract options would be priced the same as extended warranties (Dealer sales department cost plus no more than 5% markup). They can be offered and included in the truck offer when quoted or added on after delivery within 12 months. This includes offers from Paccar Leasing Company, a Division of PACCAR Inc., that offers full maintenance lease, rental units, contract maintenance and other fleet services that may be included during the complete vehicle solution to meet the members needs. Many Kenworth dealers are engaged in this type of business and can offer these services to members.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *

49	What are your payment terms (e.g., net 10, net 30)?	Payment is net 15 days after released from the Kenworth factory assembly plant with freight prepaid to the first destination in the continental U.S. or Canada. Or, as mutually agreed upon between the Kenworth dealer and member as appropriate since most units will then have a body installed and each offer is unique to meet the member's needs.
50	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, Kenworth dealers will work with Paccar Financial or other financial institutions as needed to meet member's needs.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>All vehicle offers and orders will be through a Kenworth authorized dealer. No orders can or will be accepted by Kenworth Truck Company directly. The anticipated process would be as follows:</p> <ol style="list-style-type: none"> <li>1. Member and the local Kenworth dealer seek each other out to resolve a specific member commercial vehicle need</li> <li>2. Dealer Salesperson determines specific commercial vehicle needs through questioning. This includes the intended purpose, vehicle capacity required, the geographic environment, the specific body characteristics and functions required, and any other relevant information needed to prepare a comprehensive vehicle solutions offer.</li> <li>3. Dealer Salesperson determines truck model and generates compatible specifications that meet the members need, meet the specific body installation need, and meets local road regulations and any other requirements. The Kenworth PremierSpec report generated will show the proposed chassis specification and total list price (also shown as Total Adjusted Price) equal to the base model list plus all the selected chassis options. This is the list price that the member discount will apply and include freight to the first continental U.S., or Canada for Canadian members, destination after chassis assembly at the Kenworth factory assembly plant.</li> <li>4. If applicable, dealer salesperson will seek competitive quotes for any required body, special services (i.e. body swap or other vehicle modification), truck related equipment, special transport requirements, special storage requirements, or any other item or service needed to meet the members need and offer and complete solution.</li> <li>5. Dealer Salesperson calculates chassis pricing using the appropriate member discount factor by Kenworth model and any surcharge applicable based on minimum list thresholds, plus any body, equipment, extended warranty, etc. markup no more than dealer sales department cost plus 5%, plus any national, state or locally required taxes, fees, tag, title, etc. Salesperson presents a comprehensive commercial vehicle offer with proposed terms and conditions to member.</li> <li>6. Member and dealer salesperson/dealer management mutually agree on all aspects of the proposed offer including final specification of the truck chassis, body specifications and other goods, total sales price, final terms and conditions and any tag, title, tax or other government mandated fees that are required. Dealership presents member with truck order documents.</li> <li>7. Member issues and offers formal purchase and/or signing of dealer truck order to dealer salesperson and management.</li> <li>8. Dealer accepts members order.</li> <li>9. Dealer salesperson orders chassis with tracking code, orders all bodies and equipment and coordinates all activities through final delivery to fulfill the member order.</li> <li>10. Upon delivery, member acceptance and member payment, dealer will register delivery of the vehicle in the Kenworth system. At the end of each calendar quarter, Kenworth sales administration will generate a list of all vehicles sold and delivered in the quarter and remit total fee. The report form will include: Member name, address, and member number. Model name, Kenworth unit number (last 6 of the VIN), and the total gross dollar sale amount.</li> <li>11. Kenworth Truck Company will follow up with a standard customer survey to assure members total satisfaction. Any response deemed unacceptable will be forwarded to the Kenworth dealer for follow-up with the member for rectification.</li> <li>12. Periodic and random audits will be conducted as deemed necessary to assure compliance with the member pricing, terms, and reporting requirements.</li> </ol>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card payment process is typically not used for commercial truck procurement. However, this would be mutually determined between the member and the selling Kenworth dealer.

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Pricing is based on the Kenworth truck model, custom list price generated, less the member discount, plus any surcharge for the specific model depending on final list amount compared to minimums listed in the pricing matrix.</p> <p>Truck Chassis Pricing: The member price for a custom spec'd Kenworth chassis is the total list price, also known as the Total Adjusted Price in the PremierSpec report, less the member discount (member discount matrix uploaded to documents) plus any surcharges based on minimum list prices for the specific applicable Kenworth Model. This calculated member price includes the standard freight from Kenworth factory assembly plant to the first delivery destination in the continental U.S., or Canada for Canadian members.</p> <p>See the uploaded member discount matrix schedule with the specific discounts by Kenworth truck model, minimum list requirements, instructions and a pricing example that includes a sourced body.</p> <p>Member price for all vehicle bodies and equipment needed to offer a complete vehicle solution will be at Kenworth dealer sales department cost plus no more than 5%. This includes all potential truck mounted bodies, add on equipment, special training requests, additional or special manuals, special software and/or hardware, special subscriptions (online technical information access for example), special transportation (other than the transport included from the chassis assembly plant to the first specified delivery location which is included in the member chassis pricing), any and all truck related type services (for body swap from old chassis to new chassis for example) and any mutually agreed upon storage costs for long lead time body installations or services.</p> <p>Member prices for all electric vehicle support services, infrastructure analysis, and charging systems pricing will be quoted at dealer sales department cost plus no more than 5%.</p> <p>Extended Warranties: All extended warranties offered by the Kenworth dealer for any manufacturer or item will be priced at dealer sales department cost plus no more than 5%.</p> <p>Additional pricing detail: Kenworth Truck Company builds custom truck cab and chassis and each unit, or order of multiple identical units, is unique. Kenworth dealers use the Kenworth PremierSpec sales tool to generate a buildable unit that meets an end user's specific need. The sales tool will generate a report with the base list price plus all the required options list price and calculate a total list price, shown in the report as Total Adjusted Price (w/o freight &amp; warranty &amp; surcharges). This is the total list price that the applicable model discount is applied. It is important to note that all Kenworth models base chassis list price is just a starting point and typically cannot be ordered and built without adding additional chassis options required to create a compatible and buildable unit.</p>
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discounts provided in this response range approximately from 12.6% to 49.3% depending on specific model. See the included member discount matrix schedule off list price. Note that each unit is custom designed and list price very depending on final specifications to meet member needs.
55	Describe any quantity or volume discounts or rebate programs that you offer.	The discounts included in this offer includes discounts that take into account the total potential volume of all member purchases combined.

56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>All sourced goods and services will be priced at the Kenworth dealer sales department cost plus no more than 5%.</p> <p>The Kenworth dealer will solicit offers from sub-contractors for sourced goods and services needed to offer a complete vehicle solution that meets the members need. These sourced goods and services include, but are not limited to, any truck body, trailers, truck equipment, tools, support devices, parts and/or maintenance parts kits to be included with the chassis, additional or custom manuals, software, subscriptions, special transportation (other than the standard transportation included in the chassis price to the first delivery destination after the Kenworth factory assembly plant), requested training, extended warranties, and any specialized body or specialized service. Chassis storage costs may also be quoted, if needed and agreed upon between member and dealer, to store a chassis waiting for a long lead time body or service installation. An example of some of the common sourced bodies are dumps, mixers, vans, flatbeds, cranes, booms, conveyors, extension, service bodies, sweepers, scissor, refuse, maintenance, reefers, auto carrier, wrecker, logger, pump, tank, drilling, fire service, oil service, beverage, pot hole patcher, utility, block, pumper, rescue, ambulance, transport, vacuum, repair, fork lift, derrick, bulk, hopper, asphalt, bucket, lift, marine, slinger, hook, roll-on/off, roll-back, and knuckleboom. An example of common add on truck equipment is fairings, pintle hook, trailer brakes and electrical connections, sleepers, crewcab modifications, bulkhead, GPS devices, etc. An example of some specialized services are body swaps, body modifications, chassis wheelbase modifications, specialized training, maintenance program, etc. An example of special transportation that might be requested and required would be when needed truck related equipment, a body for example, is assembled and installed on incomplete truck chassis beyond the members community. Or when the members location requires specialized transport such as Hawaii or Alaska</p> <p>Extended warranties for base chassis, engines, transmissions, bodies or any other truck related option or combination will be offered through Kenworth dealers at dealer sales department cost plus no more than 5%.</p>
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All federal, state, or local taxes, fees, tag, title, permit, or other miscellaneous requirements are not included. These costs will be determined by the Kenworth dealer as required with each unique state and member offering.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Member chassis pricing (total list price less member discount by model) includes transportation from the Kenworth factory assembly plant to the first specified delivery location in the continental United States, or Canada for Canadian members. This does not include additional transport required to deliver to Alaska, Hawaii or other U.S. territories. Additional transportation services, such as transport from a body company to dealership and then to members location, will be priced at the Kenworth dealer sales department cost plus no more than 5%.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Member chassis pricing includes transportation from the assembly plant to the first specified delivery location. This could include a port in the continental United States, or Canada for Canadian members. Additional ocean, rail, flatbed, or other transport service required to deliver to Alaska, Hawaii or off shore would be priced at the Kenworth dealer sales department cost plus no more than 5%.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If a member were to require expedited shipping from the Kenworth factory assembly plant in a manner that is not customary, an additional amount above and beyond the included transportation from assembly plant would be quoted and priced at the Kenworth dealer sales department cost plus no more than 5%. Example: single drive or trailer transported delivery in lieu of 3 or 4 way combination to expedite delivery time.

**Table 12: Pricing Offered**

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

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	A Kenworth dealer sales program is published supporting the Sourcewell contract. This is posted on an internal website that outlines the procedures, process, and compliance requirements. This will include the mandatory Sourcewell tracking code the dealer must add to allow a new order to qualify. Kenworth administration will generate a list of all units delivered to members and warranty registered in the Kenworth system quarterly. The report is generated by matching the tracking code against all Kenworth registered units in the quarter. A resulting report will display the chassis vehicle number (last 6 of the VIN), selling dealer name, and purchasing member name, etc. This will then allow Kenworth administration to determine the total fee to remit. Periodic and random audits will be conducted with dealers and documents reviewed to assure compliance with the Sourcewell contract. This includes pricing calculations and general terms per the contract and supporting Kenworth program.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The proposed administrative fee to Sourcewell is \$750 per unit.



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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>All products and services offered in this proposal are in cooperation and through our authorized and contracted Kenworth dealer network. No products or services are offered for purchase directly from Kenworth Truck Company.</p> <p>The products include the entire Kenworth brand truck product line of class 5, 6, 7, and 8 vehicles with gross vehicle weight ratings from 16,000 lbs. to 80,000 lbs. or more. The base models are: T170, T270, T370, K270, K370, T440, T470, T680, T800, T880, W900, W990 and C500. New / future models will be added as they become available. This includes all possible factory assembled sales code options included in published data books and non-published factory options (NPO items).</p> <p>All truck body types, equipment, tools, support devices, and services to be installed or provided after chassis assembly are to be included in the contract. These will be offered through Kenworth dealers at the time of truck chassis quotes in order to provide a complete vehicle solution. Kenworth dealers will solicit offers from TEM's or other entities for the necessary equipment or services required to meet the needs of the specific member. This includes, but is not limited to, truck bodies and related equipment such as trailers, dumps, mixers, vans, flatbeds, cranes, booms, conveyor, bulkhead, crewcab, sleeper, extension, service bodies, sweepers, scissor, refuse, maintenance, reefers, auto carrier, wrecker, logger, pump, tank, drilling, fire service, oil service, beverage, pot hole patcher, utility, block, pumper, rescue, ambulance, transport, vacuum, repair, fork lift, derrick, bulk, hopper, asphalt, bucket, lift, marine, slinger, hook, roll-on/off, roll-back, fairings, tractor, pintle hook, parts and parts kits, manuals, software, and any specialized body or specialized service. An example of some specialized services are body swaps, body modifications, chassis wheelbase modifications, specialized training, etc. Special transportation service will be offered by Kenworth dealers in addition to the standard transport provided as needed depending on the unique need with each members solution. This is typically required when a truck body and/or other related equipment is assembled and installed on incomplete truck chassis beyond the members community. Or when the members location requires specialized transport such as Hawaii. Extended warranties for base chassis, engines, transmissions, bodies or any other truck related optional extended warranties are offered through Kenworth dealers. Kenworth Truck dealers will work directly with members to develop a complete vehicle offering that meets the members specific needs (vehicle solution). Kenworth dealers will develop the final chassis specifications with a mix of the available published and unpublished sales codes that meet the members custom vehicle needs. Kenworth dealers and member will mutually agree upon the final delivery and payment terms depending on the scope of the complete vehicle solution.</p> <p>All quotes, offers, final agreed upon terms and conditions, sale, delivery and after sales services will be agreed upon between Kenworth dealers and members. All U.S. and Canadian Kenworth dealers are engaged and encouraged to grow relationships and sales with members to meet each members unique and specific commercial vehicle transportation need.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Repair parts and/or repair services - Repair and maintenance parts and/or repair and maintenance service are needed by members for both Kenworth and other branded commercial trucks already in service with the members. A solution within the Sourcwell contract has been requested by members. It is out intent is to engage Kenworth dealers to enter into participating addendum contracts with member that would include discounted and predetermined parts pricing and/or maintenance and repair service pricing. These participating addendum contracts would be specific for the local market and in support and within the scope of this Sourcwell contract.</p> <p>Traditional finance or lease products including municipal lease options. Kenworth dealers will solicit offers from sub-contractors, such as, but not limited to, Paccar Financial to meet the specific member's needs.</p> <p>Full Maintenance Lease options through PACCAR Leasing and dealer leasing divisions is also available. This includes vehicle rentals, lease with all maintenance included or maintenance only options.</p>



Table 15: Industry Specific Questions

Line Item	Question	Response *
71	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.	Most of the metrics to determine success are already in place with the current contract Kenworth enjoys. This includes quote activity by quarter, units ordered quarterly, total units ordered year to date, total units ordered inception to date, units delivered each quarter, quarter vs quarter deliveries and overall growth, and Kenworth delivery performance percentage compared to other contracted OEMs by state and overall.
72	Describe your company's offering in relation to alternative fuel sources, including electric or others.	Kenworth currently offer a class 6 and class 7 fully electric commercial truck. A class 8 fully electric commercial truck is planned for introduction in 2021. Supporting these electric truck offering, Kenworth plans to offer infrastructure analysis in cooperation with contracted partners and offer special pricing on electric charging systems. These systems and analysis can be quoted by the Kenworth dealer per the contract pricing matrix in cooperation and a Kenworth truck quote. Additionally, a full range of class 7 and 8 natural gas vehicles are offered. A class 6 natural gas offering is planned for 2021 and will be added to this contract.
73	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.	<p>Kenworth chassis are assembled with 120,000 PSI, North American steel. We also offer several different frame rail sizes up to 11-5/8" in order to accommodate each application. Kenworth also offers heavy duty bolted crossmembers which provide superior strength, durability, and serviceability over standard welded or stamped steel crossmembers. Each order is analyzed by a team of engineers to make sure that the chassis is spec'd properly and will be capable of the intended service.</p> <p>Kenworth uses high strength aluminum cabs and overall high quality materials and components. The Kenworth conventional product line utilizes aluminum cab construction which has been proven in the field to have industry leading durability. Not only are aluminum cabs lighter than stamped steel, they are also corrosion resistant. Because Kenworth was founded by building rugged vocational trucks, our cabs need to be able to withstand logging roads and other severe duty off road applications. Kenworth offers a wide array of safety related options including automatic traction control, roll stability, collision avoidance systems such as Bendix Wingman Advanced and Bendix Fusion that includes collision avoidance and lane departure, side object detection systems, smart steering wheels for hands on controls, and other driver safety systems that continually enhance driver comfort and safety.</p>
74	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Truck Tech Plus is now available on nearly all Kenworth models with Paccar or Cummins engines. This technology allows fleet operators as well as the internal Kenworth team to monitor the truck's status and overall health while on the road. Not only is Truck Tech Plus a remote diagnostics system, it also provides insights as to what is actually triggering the fault rather than just displaying error codes. Once a fault is detected, the severity is determined and the driver can be advised to immediately find the next dealership or whether the fault can be addressed at the next scheduled service in order to maximize the amount of uptime. Over the air remote engine updates are also available on select engines and configurations.

## Exceptions to Terms, Conditions, or Specifications Form

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

### 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 - paccar-2019-annual financial report.pdf - Thursday May 28, 2020 16:29:19
- Marketing Plan Samples - Marketing support docs.zip - Thursday May 28, 2020 16:45:51
- WMBE/MBE/SBE or Related Certificates - Women in Trucking Award.docx - Thursday May 28, 2020 16:29:38
- Warranty Information - Kenworth Warranty Documents.zip - Thursday May 28, 2020 16:29:57
- Pricing - Member Pricing Matrix for Kenworth Trucks.pdf - Thursday June 04, 2020 12:28:28
- Additional Document - Kenworth Additional Supporting Docs.zip - Tuesday June 09, 2020 12:15:59

## Proposer's Affidavit

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mike Kleespies, Director, Medium Duty Sales, Kenworth Truck Company division of PACCAR Inc.

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Class_4-8_Chassis_RFP060920 Wed June 3 2020 07:52 AM	<input checked="" type="checkbox"/>	1
Addendum_10_Class_4-8_Chassis_RFP060920 Wed May 27 2020 03:40 PM	<input checked="" type="checkbox"/>	1
Addendum_9_Class_4-8_Chassis_RFP060920 Tue May 26 2020 02:51 PM	<input checked="" type="checkbox"/>	1
Addendum_8_Class_4-8_Chassis_RFP060920 Thu May 21 2020 01:21 PM	<input checked="" type="checkbox"/>	1
Addendum_7_Class_4-8_Chassis_RFP060920 Mon May 18 2020 03:30 PM	<input checked="" type="checkbox"/>	1
Addendum_6_Class_4-8_Chassis_RFP060920 Wed May 13 2020 04:40 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Class_4-8_Chassis_RFP060920 Tue May 12 2020 10:00 AM	<input checked="" type="checkbox"/>	2
Addendum_4_Class_4-8_Chassis_RFP060920 Mon May 4 2020 01:24 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Class_4-8_Chassis_RFP060920 Wed April 29 2020 03:45 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Class_4-8_Chassis_RFP060920 Wed April 22 2020 01:14 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Class_4-8_Chassis_RFP060920 Fri April 17 2020 12:32 PM	<input checked="" type="checkbox"/>	1





**ALABAMA DEPARTMENT OF TRANSPORTATION**  
**Local Transportation Bureau**

1409 Coliseum Blvd., Montgomery, Alabama 36110-2060  
Phone: (334) 242-6207 FAX: (334) 353-6550  
Internet: <http://www.dot.state.al.us>



Kay Ivey  
Governor

John R. Cooper  
Transportation Director

February 7, 2023

**MEMORANDUM**

TO: Section 5307, 5310, & 5311 Subrecipients

FROM: Bradley B. Lindsey, P.E. Randy R. Stroup  
State Local Transportation Engineer

SUBJECT: Fiscal Year 2023 Certifications and Assurances for Federal Transit Administration (FTA) Assistance

Digitally signed by Randy R. Stroup  
Date: 2023.02.06 15:55:52 -06'00'

The attached Certifications and Assurances are applicable to the Federal Transit Administration (FTA) funded programs administered by the State of Alabama. All subrecipients of FTA assistance are required to execute and submit these Certifications and Assurances in order to receive federal funding.

This is an annual submission that requires the signature of your agency's authorized representative and attorney where indicated. Additional information is available on the FTA website @ <http://www.transit.dot.gov/funding/grants/grantee-resources/certifications-and-assurances/fy2023-annual-list-certifications-0>

The FTA recommends that recipients submit all 21 Groups of Certifications and Assurances and those provisions that do not apply to the recipients will not be enforced. All 21 Groups have been selected on the attached certifications and Assurances for your agency.

Please facilitate the execution of the Fiscal Year 2023 Certifications and Assurances and return to this office on or before March 3, 2023.

If you have any questions, please contact your respective regional manager at:

Lauren Heikkinen, North Region Transit Manager (256) 658-9691 [heikkinen@dot.state.al.us](mailto:heikkinen@dot.state.al.us)  
Lora Weaver Central Region Transit Manager (256) 613-8883 [weaverl@dot.state.al.us](mailto:weaverl@dot.state.al.us)  
Chandra Middleton South Region Transit Manager (251) 923-6687 [middletonc@dot.state.al.us](mailto:middletonc@dot.state.al.us)

BBL: wb  
Attachment

**FEDERAL FISCAL YEAR 2023 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Cullman County Commission - CARTS

The Applicant certifies to the applicable provisions of all categories: (check here) X

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	_____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	_____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____



Certifications and Assurances

Fiscal Year 2023

- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs
- 13 State of Good Repair Grants
- 14 Infrastructure Finance Programs
- 15 Alcohol and Controlled Substances Testing
- 16 Rail Safety Training and Oversight
- 15 Demand Responsive Service
- 16 Interest and Financing Costs
- 17 Cybersecurity Certification for Rail Rolling Stock and Operations
- 18 Tribal Transit Programs
- 19 Emergency Relief Program

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**CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**

**AFFIRMATION OF APPLICANT**

Name of the Applicant: Cullman County Commission - CARETS

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances and any other statements made by me on behalf of the Applicant are true and accurate.

Signature: Jeff Clem Clemens

Date: 2/23/23

Name: Jeff "Clem" Clemens Authorized Representative of Applicant

**AFFIRMATION OF APPLICANT'S ATTORNEY**

For (Name of Applicant): Cullman Co. Commission - CARTS

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature: Emily Johnston

Date: 2.27.23

Name: Emily Johnston Attorney for Applicant

*Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney, and dated this federal fiscal year.*

# NATIONAL OPIOID LITIGATION

participate in all the settlements, this will make it so you only have to hold one meeting, although there is separate documentation that needs to be signed for each settlement. To avoid any unnecessary delay with respect to obtaining timely approvals to participate in the new proposed settlements, we ask that you please schedule a formal executive session concerning these settlement proposals with the appropriate commission, council, board, or committee members. The details are as follows:

## CVS

Maximum national payment (assuming 100% participation): \$5,022,083,578

Timing: Paid over 10 years.

## Walgreens

Maximum national payment (assuming 100% participation): \$5,522,528,766

Timing: Paid over 15 years.

## Walmart

Maximum national payment (assuming 100% participation): \$3,011,242,061

Timing: Primarily paid within 3 years, but if participation levels are not met until later, payment can extend over 6 years.

## Teva

Maximum national payment (assuming 100% participation): \$4,246,567,371.76

Timing: Paid over 6 years.

## Allergan

Maximum national payment (assuming 100% participation): \$2,372,972,184.12

Timing: Paid over 7 years.

As your outside counsel in the opioid litigation, we recommend that you participate in all of these settlements. Even though we believe the claims are strong, there is risk, uncertainty, delay, and expense associated with continued litigation against these entities. When taken together and in addition to the funding from the existing settlements, the funding from the new settlement proposals is meaningful. Continued litigation will be expensive and may be burdensome on your resources. Communities who do not participate likely will be required to conduct expert damages analysis, including a detailed analysis of the harm suffered, and may be required to collect and produce documentation to support the claims. Moreover, communities who do not



LEVIN & PAPANTONIO  
ATTORNEYS AT LAW



McHUGH FULLER  
ATTORNEYS AT LAW



GREENE KETCHUM  
FARRELL BAILEY & TWIGG LLP



HILL, PETERSON, CARPER  
& BEE & DERTZLER, PLLC



# NATIONAL OPIOID LITIGATION

participate will ultimately need to participate in the discovery process. Our team has prepared several cases for trial in the past few years and the discovery process typically involves an extensive collection of hard copy and electronic documents from more than a hundred individuals and dozens of depositions. Accordingly, we believe it is in the best interests of our clients to participate in these proposed settlements.

Please be on the lookout for additional communications from us with more information about the proposed settlements and the participation process. If you have any questions in the meantime, please contact any of members of your legal team.

Best Regards,

**Peter J. Mougey**

*Shareholder/Chair, Securities & Business Litigation Department*

Levin, Papantonio, Rafferty, Proctor, Buchanan, O'Brien, Barr and Mougey, P.A.

316 S. Baylen Street, Suite 600

Pensacola, FL 32502-5996

850.435.7019 (office)

[OpioidLitigation@levinlaw.com](mailto:OpioidLitigation@levinlaw.com)



GREENE KETCHUM  
FARRELL, BAILEY & TWIFF, LLP



## **IMPORTANT INFORMATION REGARDING EMAIL COMMUNICATIONS**

Our Consortium regularly sends communications to our clients via email. However, we have noticed that our emails have a very low open rate, meaning that you are potentially not receiving the most up-to-date information in the case, often due to email security settings or SPAM filters.

The attached letter was also sent via email from [OpioidLitigation@LevinLaw.com](mailto:OpioidLitigation@LevinLaw.com). We ask that you take a moment to ensure you received that email.

To ensure prompt delivery of our emails, we ask that you work with your IT staff to “whitelist” or add [OpioidLitigation@LevinLaw.com](mailto:OpioidLitigation@LevinLaw.com) to your safe senders list.

We also strongly recommend whitelisting or adding the following domain names to your safe senders list:

**LevinLaw.com**

**BaronBudd.com**

**FarrellFuller.com**

**McHughFuller.com**

**GreeneKetchum.com**

**HPCBD.com**

**PowellMajestro.com**

Whitelisting varies by email client, internet security provider, and service provider. Please ask your IT staff to assist you in this process.

Please keep us informed of any changes to contact information, so that our communications get to the right people.

## TEVA, ALLERGAN, CVS, & WALGREENS ALLOCATION AGREEMENT

The State of Alabama, acting through its Attorney General, has reached agreements with Teva, Allergan, CVS, and Walgreens to resolve the State's claims against these companies and their related entities. Each of the agreements is dependent on participation by litigating subdivisions, certain litigating county health departments and/or boards of health, certain litigating public hospitals, and certain non-litigating entities. Accordingly, the State of Alabama, its Political Subdivisions, and its Governmental Public Health Entities, subject to Council, Commission, or Board resolution or other formal action as may be required, hereby enter into this Agreement relating to the execution of the settlement agreements between the State and Teva, the State and Allergan, the State and CVS, and the State and Walgreens, and the allocation and use of the proceeds to be paid pursuant to those settlements.

### A. Definitions

As used in this Agreement:

1. "The State" shall mean the State of Alabama acting through its Attorney General.
2. "Political Subdivision(s)" shall mean any Alabama municipality, county, municipal agency, county agency, or any combination of two or more Alabama municipalities, counties, or municipal agencies, other than those defined as Governmental Public Health Entities, whose participation is required by one or more of the settlement agreements.<sup>1</sup>
3. "Governmental Public Health Entities" shall mean Alabama's Health Care Authorities, Boards of Health, and other public hospitals whose participation is required by one or more of the settlement agreements, or that are otherwise included in the definition of "Special District" within one or more of the settlement agreements.<sup>2</sup>

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<sup>1</sup> The entities required to participate in the Teva settlement agreement are set out in Exhibit G of the Teva settlement agreement, as it may be from time-to-time amended. The entities required to participate in the Allergan settlement agreement are set out in Exhibit G of the Allergan settlement agreement, as it may be from time-to-time amended. The entities required to participate in the CVS settlement agreement are set out in Exhibit G of the CVS settlement agreement, as it may be from time-to-time amended. The entities required to participate in the Walgreens settlement agreement are set out in Exhibit G of the Walgreens settlement agreement, as it may be from time-to-time amended.

<sup>2</sup> The public health entities required to participate in the Teva settlement agreement are set out in Exhibit G of the Teva settlement agreement, as it may be from time-to-time amended. The public health entities required to participate in the Allergan settlement agreement are set out in Exhibit G of the Allergan settlement agreement, as it may be from time-to-time amended. The public health entities required to participate in the CVS settlement agreement are set out in Exhibit G of the CVS settlement agreement, as it may be from time-to-time amended. The public health entities required

4. “Local Government Executive Committee” shall mean the Local Government and Governmental Public Health Entity Executive Committee appointed by the Montgomery County Circuit Court to, among other things, work with the Attorney General on behalf of litigating subdivisions and Governmental Public Health Entities to develop an allocation agreement for the sharing and use of opioid abatement funds.

5. “The Parties” shall mean the State of Alabama, the Political Subdivisions, and the Governmental Public Health Entities.

6. “Teva” shall mean Teva and any other entity qualifying as a “released entity” under Section I, Paragraph 76 of the Teva settlement agreement.

7. “Allergan” shall mean Allergan and any other entity qualifying as a “released entity” under Section I, Paragraph 76 of the Allergan settlement agreement.

8. “CVS” shall mean CVS and any other entity qualifying as a “released entity” under Section I, Paragraph LLL of the CVS settlement agreement.

9. “Walgreens” shall mean Walgreens and any other entity qualifying as a “released entity” under Section I, Paragraph MMM of the Walgreens settlement agreement.

10. “Settlement Funds” shall mean funds obtained pursuant to the State’s settlement agreements with Teva, Allergan, CVS, and/or Walgreens. The Effective Dates for these agreements shall be determined according to the provisions of the agreements themselves.

11. “Settling Defendants” shall mean Teva, Allergan, CVS, and Walgreens.

12. The “Subdivision Share” shall mean the allocation percentage earmarked for the Political Subdivisions as set forth in Section B.1.

13. The “Governmental Public Health Entity Share” shall mean the allocation percentage earmarked for the Governmental Public Health Entities as set forth in Section B.1.

14. The “Receiver” shall be the person, company, or entity that is appointed by the Circuit Court of Montgomery County, Alabama to establish and administer the Qualified Settlement Fund or other vehicle for administering the funds to be paid to the Political Subdivisions and Governmental Public Health Entities as set forth in Section B below.

#### **B. Allocation of Settlement Proceeds**

1. The State, Political Subdivisions, and Governmental Public Health Entities shall divide settlement funds recovered by the State with 40% going to the Political Subdivisions, 10% going to the Government Public Health Entities, and 50% going to the State.

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to participate in the Walgreens settlement agreement are set out in Exhibit G of the Walgreens settlement agreement, as it may be from time-to-time amended.



2. The State's settlement agreement with Teva includes a product component. Under the terms of the agreement, the State may choose to accept additional funds in lieu of product. The State may further change its election in 2025, 2027, 2029, and 2031. The decision whether to accept product or additional funds in lieu of product shall be made solely by the Attorney General. Any additional funds received by the State pursuant to the cash conversion provisions of the settlement agreement shall be shared between the State, Political Subdivisions, and Governmental Public Health Entities in the same manner as set out in Section B.1. above.

3. Teva, Allergan, CVS, and Walgreens will make payment directly to or as directed by the Receiver appointed to distribute the Political Subdivision and Governmental Public Health Entity shares. The Receiver shall place those funds in trust or into a Qualified Settlement Fund until the Special Master provides instructions as to the allocation percentages for each Political Subdivision and Governmental Public Health Entity eligible to receive a settlement payment.

4. It is anticipated that Joseph Tann, who has been appointed by the Montgomery County Circuit Court as Special Master, will continue in that role and that he shall set allocation percentages with finality for all Alabama Political Subdivisions and Governmental Public Health Entities as defined herein. The Special Master's allocation to the Political Subdivisions will be calculated on a pro rata basis utilizing the allocation metrics developed within MDL 2804 for purposes of illustrating how a proposed Negotiation Class would have worked in that litigation ("the MDL Calculator") for each town, city, and county entitled to share in the Subdivision Share. The Special Master's allocation to the Governmental Public Health Entities will be calculated using a methodology to be determined in the discretion of the Special Master. The Parties may not cancel or terminate this Agreement based on the Special Master's allocation.

5. The Special Master shall provide his final recommendation to the Parties as soon as practicable.

6. Counsel for each participating Political Subdivision and Governmental Public Health Entity will be responsible for providing to the Receiver all necessary instructions for effectuating payment under the terms of this document, such as check or ACH transfer instructions, signed W-9s, and any other documentation required for accounting or distribution purposes.

7. Irrespective of allocation, Settlement Funds from the Teva, Allergan, CVS, and Walgreens settlements shall be used in manners consistent with the Approved Abatement Strategies set out in Exhibit E to the Teva settlement agreement for funds recovered from Teva, Exhibit E to the Allergan settlement agreement for funds recovered from Allergan, Exhibit E to the CVS settlement agreement for funds recovered from CVS, and Exhibit E to the Walgreens settlement agreement for funds recovered from Walgreens, with the exception of those funds paid to counsel, paid as fees or expenses for the Special Master or Receiver, required by court order to be allocated to a Common Benefit Fund or reimbursement for the Plaintiffs' Executive Committee in MDL 2804 as set forth in Section C.2 herein, or required by Court order to be paid into a

Common Benefit Fund for the Local Government Executive Committee and/or Steering Committee as defined herein.

8. A Political Subdivision or Governmental Public Health Entity is not entitled to recover funds from any settlement(s) in which its participation is not required.

**C. Payment of Counsel and Litigation Expenses**

1. Nothing in this Agreement shall supersede, modify, alter, or substitute any contingency fee agreements the State, Political Subdivisions, or Governmental Public Health Entities have with their respective outside counsel.

2. Counsel for any Political Subdivision or Governmental Public Health Entity who seeks to recover attorneys' fees from settlement funds shall first seek to recover such fees from the attorney fee funds described in each settlement agreement in order to pay or offset such fees.<sup>3</sup> For such purposes, the Parties agree that Special Master Joseph C. Tann will calculate an allocation of any fee fund on a pro-rata basis using the same allocation percentage Special Master Tann assigns to each Political Subdivision and Governmental Public Health Entity.

3. The Parties further agree that a supplemental attorneys' fee fund (the "Deficiency Fund") will be created. Administration of the Deficiency Fund shall be the responsibility of Special Master Tann. The costs of administration of the Deficiency Fund may be paid out of the Deficiency Fund. The Deficiency Fund is to be used to compensate counsel for the Political Subdivisions and Governmental Public Health Entities that are entitled to share in settlement proceeds. Eligible contingent fee contracts shall have been executed on or before the effective date of any such settlement.

4. The Deficiency Fund shall be funded as follows: (a) the total of 25% of the Political Subdivision Share plus 25% of the Governmental Public Health Entity Share of each payment that is allocated for that Settlement, unless a contingency fee agreement with a Political Subdivision or Governmental Public Health Entity calls for a fee of less than 25%, in which case the lesser percentage will be used to calculate that subdivision's or entity's contribution to the Deficiency Fund, reduced by (b) the total Political Subdivision and Governmental Public Health Entity fee fund created by a settlement and referenced in Section C(1). These funds shall be deposited to the Deficiency Fund prior to distribution to the Participating Political Subdivisions and Governmental Public Health Entities. Contingent fee contracts used for these calculations shall be capped at 25% or the actual contract rate, whichever is less.

5. Special Master Tann will create a mathematical model to calculate attorneys' fees awards from the Deficiency Fund. The factors to be included in the mathematical model

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<sup>3</sup> The attorney fee fund for the Teva settlement is set out in Exhibit R to that agreement. The attorney fee fund for the Allergan settlement is set out in Exhibit R to that agreement. The attorney fee fund for the CVS settlement is set out in Exhibit R to that agreement. The attorney fee fund for the Walgreens settlement is set out in Exhibit R to that agreement.

are: (a) the same allocation percentage Special Master Tann assigns to each Political Subdivision; and (b) the contingency fee percentage originally agreed upon, in writing, by the attorney and its Political Subdivision client. Political Subdivision contingent fee contracts shall not exceed 25% or the actual contract rate, whichever is less. Eligible contingent fee contracts shall be executed as of DATE, and the Political Subdivision or Governmental Public Health Entity must have filed a Complaint naming a Settling Defendant on or before the effective date of the State's agreement with that defendant.

6. To the extent that funds paid from a Political Subdivision and Governmental Public Health Entity fee fund in the designated amounts or percentages are inadequate to fully pay amounts due under contingent fee contracts, funds shall be distributed to private counsel for Political Subdivisions and Governmental Public Health Entities qualified to participate in a settlement on a pro rata basis using the same allocation percentage Special Master Tann assigns to each Political Subdivision and Governmental Public Health Entity.

7. Any funds remaining in the Deficiency Fund in excess of the amounts needed to cover private counsel's representation agreements shall revert to the Political Subdivisions and Governmental Public Health Entities and be allocated to the sources from which they derived.

#### **D. Conflicts With Other Agreements**

By entering into this Agreement, the Parties agree and acknowledge that the distribution, expenditure, and oversight of Settlement Funds as discussed herein shall be governed by this Agreement. In the event that any term contained in this Agreement conflicts with any allocation plan, apportionment plan, distribution methodology, or abatement plan that is created by, or subject to the discretion of, some other individual, entity, or court outside the State of Alabama, the Parties agree that the terms of this Agreement, including any exhibit attached hereto, shall govern.

#### **E. Agreement Constitutes a State-Subdivision Agreement**

This allocation agreement is, and shall be construed as, a State-Subdivision Agreement as that term is defined in the Teva, Allergan, CVS, and Walgreens settlement agreements.

#### **F. Agreement to be Binding for All Finalized Settlements**

This allocation agreement will be binding for the Teva, Allergan, CVS, and Walgreens settlements. Should one or more of those settlements not move forward to completion, this agreement will be binding for those settlements that move forward to completion.

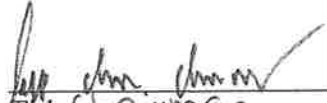
#### **F. Jurisdiction**

The Parties agree to submit and consent to the exclusive jurisdiction of the Montgomery County Circuit Court, Judge J.R. Gaines, for the resolution of any disputes arising under this agreement.

**TEVA, ALLERGAN, CVS, AND WALGREENS  
ALLOCATION AGREEMENT SIGN-ON**

The undersigned, as a duly appointed representative of the County/City of Cullman, has read the attached Teva, Allergan, CVS, and Walgreens Allocation Agreement, understands its terms, and agrees to be bound by those terms.

Done, this 23<sup>rd</sup> day of February, 2023.

  
\_\_\_\_\_  
Title Chairman  
City/County of Cullman

## WALMART SETTLEMENT SIGN-ON

The State of Alabama, acting through its Attorney General, has reached an agreement with Walmart to resolve the State's claims against Walmart and its related entities. That agreement is dependent on participation by litigating subdivisions, certain litigating county health departments and/or boards of health, certain litigating public hospitals, and certain non-litigating subdivisions. Accordingly, the State of Alabama and its Political Subdivisions, subject to Council, Commission, or Board resolution or other formal action as may be required, hereby enter into this Agreement relating to the execution of the settlement agreement between the State and Walmart and the allocation and use of the proceeds to be paid pursuant to that settlement.

### **A. Definitions**

As used in this Agreement:

1. "The State" shall mean the State of Alabama acting through its Attorney General.
2. "Political Subdivision(s)" shall mean any Alabama municipality, county, municipal agency, county agency, or any combination of two or more Alabama municipalities, counties, or municipal agencies, other than those defined as Litigating Governmental Public Health Entities, which is/are identified in Exhibit E to the settlement agreement, as it may be from time-to-time amended.
3. "Litigating Governmental Public Health Entity(ies)" shall mean Alabama's litigating Health Care Authorities, Boards of Health, and certain other public hospitals that have filed opioid lawsuits against Walmart on or before the Effective Date of the State's Settlement Agreement with Walmart. For purposes of this Allocation Agreement and notwithstanding any contrary definitions contained within Alabama law, Litigating Governmental Public Health Entities includes those entities that are identified in Exhibit E to the Settlement Agreement, as it may be from time-to-time amended, or that are otherwise included in the definition of "Litigating Special District" within the State's Settlement Agreement with Walmart.
4. "Local Government Executive Committee" shall mean the Local Government and Litigating Governmental Public Health Entity Executive Committee appointed by the Montgomery County Circuit Court to, among other things, work with the Attorney General on behalf of litigating subdivisions and Litigating Governmental Public Health Entities to develop an allocation agreement for the sharing and use of opioid abatement funds.
5. "The Parties" shall mean the State of Alabama, the Political Subdivisions, and the Litigating Governmental Public Health Entities.
6. "Walmart" shall mean Walmart, Inc. and any other entity qualifying as a "released entity" under Section II, Paragraph 25 of the settlement agreement, including those entities identified in Exhibit D to the agreement.

7. “Settlement Funds” shall mean funds obtained pursuant to the State of Alabama’s settlement agreement with Walmart dated November 2, 2022, which for purposes of this Allocation Agreement shall be considered the Effective Date of the State’s Settlement Agreement with Walmart.

8. The “Subdivision Share” shall mean the allocation percentage earmarked for the Political Subdivisions as set forth in Section B.1.

9. The “Litigating Governmental Public Health Entity Share” shall mean the allocation percentage earmarked for the Litigating Governmental Public Health Entities as set forth in Section B.1.

10. The “Receiver” shall be the person, company, or entity that is appointed by the Circuit Court of Montgomery County, Alabama to establish and administer the Qualified Settlement Fund or other vehicle for administering the funds to be paid to the Political Subdivisions and Litigating Governmental Public Health Entities as set forth in Section B below.

#### **B. Allocation of Settlement Proceeds**

1. Under the settlement agreement, Walmart will pay \$38,700,000 to be used for opioid remediation throughout the State. The State, Political Subdivisions, and Litigating Governmental Public Health Entities shall divide settlement funds recovered by the State with \$3,000,000 going to the State and \$35,700,00 going to the Political Subdivisions and Litigating Governmental Public Health Entities. Of the amount going to the Political Subdivisions and Litigating Governmental Public Health Entities, 80% will go to the Political Subdivisions and 20% will go to the Litigating Governmental Public Health Entities.

2. Walmart will make payment directly to or as directed by the Receiver appointed to distribute the Subdivision and Litigating Governmental Public Health Entity shares. The Receiver shall place those funds in trust or into a Qualified Settlement Fund until the Special Master provides instructions as to the allocation percentages for each Political Subdivision and Litigating Governmental Public Health Entity eligible to receive a settlement payment.

3. Should Walmart enforce the holdback provision contained in Section V.C. of the settlement agreement based on the lack of full participation by the designated non-litigating entities, the entirety of the holdback amount shall be deducted pro rata from the shares of the Political Subdivisions and Litigating Public Health Entities.

4. It is anticipated that Joseph Tann, who has been appointed by the Montgomery County Circuit Court as Special Master, will continue in that role and that he shall set allocation percentages with finality for all Alabama Political Subdivisions and Litigating Governmental Public Health Entities as defined herein. The Special Master’s allocation to the Political Subdivisions will be calculated on a pro rata basis utilizing the allocation metrics developed within MDL 2804 for purposes of illustrating how a proposed Negotiation Class would have worked in that litigation (“the MDL Calculator”) for each town, city, and county entitled to share in the Subdivision Share. The Special Master’s allocation to the Litigating

Governmental Public Health Entities will be calculated using a methodology to be determined in the discretion of the Special Master. The Parties may not cancel or terminate this Agreement based on the Special Master's allocation.

5. The Special Master shall provide his final recommendation to the Parties as soon as practicable.

6. Counsel for each Political Subdivision and Litigating Governmental Public Health Entity will be responsible for providing to the Receiver all necessary instructions for effectuating payment under the terms of this document, such as check or ACH transfer instructions, signed W-9s, and any other documentation required for accounting or distribution purposes.

7. Irrespective of allocation, all Settlement Funds shall be used in a manner consistent with the Approved Abatement Strategies set out in Exhibit A to this document, with the exception of those funds paid to counsel, paid as fees or expenses for the Special Master or Receiver, required by court order to be allocated to a Common Benefit Fund or reimbursement for the Plaintiffs' Executive Committee in MDL 2804 as set forth in Section C.2 herein, or required by Court order to be paid into a Common Benefit Fund for the Local Government Executive Committee and/or Steering Committee as defined herein.

### **C. Payment of Counsel and Litigation Expenses**

1. Attorneys' fees in the amount of \$4,870,000 shall be paid to counsel for the Political Subdivisions and Litigating Governmental Public Health Entities in accordance with the provisions of the settlement agreement. Counsel for any Political Subdivision or Litigating Governmental Public Health Entity who seeks to recover attorneys' fees from settlement funds shall first seek to recover such fees from any Political Subdivision or Litigating Governmental Public Health Entity fee fund established to pay or offset such fees. For such purposes, the Parties agree that Special Master Joseph C. Tann will calculate an allocation of any fee fund on a pro-rata basis using the same allocation percentage Special Master Tann assigns to each Political Subdivision and Litigating Governmental Public Health Entity. In accordance with Section VIII.A. of the settlement agreement, \$2,677,500 of the \$4,870,000 will be paid into the Common Benefit Fund established by the ongoing Common Benefit Order (Doc. 4428) in the multi-district litigation in the District Court for the Northern District of Ohio, *In re National Prescription Opiate Litigation*, Case No. 1:17-md-2804.

2. The Parties further agree that a supplemental attorneys' fee fund (the "Deficiency Fund") will be created. Administration of the Deficiency Fund shall be the responsibility of Special Master Tann. The costs of administration of the Deficiency Fund may be paid out of the Deficiency Fund. The Deficiency Fund is to be used to compensate counsel for the Political Subdivisions and Litigating Governmental Public Health Entities that are entitled to share in settlement proceeds. Eligible contingent fee contracts shall have been executed on or before the effective date of any such settlement.



3. The Deficiency Fund shall be funded as follows: (a) the total of 25% of the Political Subdivision Share plus 25% of the Litigating Governmental Public Health Entity Share of each payment that is allocated for that Settlement, unless a contingency fee agreement with a Political Subdivision or Litigating Governmental Public Health Entity calls for a fee of less than 25%, in which case the lesser percentage will be used to calculate that subdivision's or entity's contribution to the Deficiency Fund, reduced by (b) the total Political Subdivision and Litigating Governmental Public Health Entity fee fund created by a settlement and referenced in Section C(1). These funds shall be deposited to the Deficiency Fund prior to distribution to the Participating Political Subdivisions and Litigating Governmental Public Health Entities. Contingent fee contracts used for these calculations shall be capped at 25% or the actual contract rate, whichever is less.

4. Special Master Tann will create a mathematical model to calculate attorneys' fees awards from the Deficiency Fund. The factors to be included in the mathematical model are: (a) the same allocation percentage Special Master Tann assigns to each Political Subdivision; and (b) the contingency fee percentage originally agreed upon, in writing, by the attorney and its Political Subdivision client. Political Subdivision contingent fee contracts shall not exceed 25% or the actual contract rate, whichever is less. Eligible contingent fee contracts shall be executed as of November 2, 2022, and the Political Subdivision or Litigating Governmental Public Health Entity must have filed a Complaint naming a Settling Defendant on or before November 2, 2022.

5. To the extent that funds paid from a Political Subdivision and Litigating Governmental Public Health Entity fee fund in the designated amounts or percentages are inadequate to fully pay amounts due under contingent fee contracts, funds shall be distributed to private counsel for Political Subdivisions and Litigating Governmental Public Health Entities qualified to participate in a settlement on a pro rata basis using the same allocation percentage Special Master Tann assigns to each Political Subdivision and Litigating Governmental Public Health Entity.

6. Any funds remaining in the Deficiency Fund in excess of the amounts needed to cover private counsel's representation agreements shall revert to the Political Subdivisions and Litigating Governmental Public Health Entities and be allocated to the sources from which they derived.

#### **D. Conflicts With Other Agreements**

By entering into this Agreement, the Parties agree and acknowledge that the distribution, expenditure, and oversight of Settlement Funds as discussed herein shall be governed by this Agreement. In the event that any term contained in this Agreement conflicts with any allocation plan, apportionment plan, distribution methodology, or abatement plan that is created by, or subject to the discretion of, some other individual, entity, or court outside the State of Alabama, the Parties agree that the terms of this Agreement, including any exhibit attached hereto, shall govern.

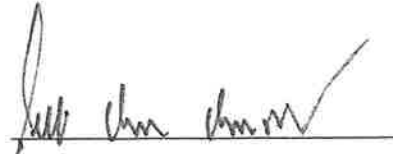
**E. Jurisdiction**

The Parties agree to submit and consent to the exclusive jurisdiction of the Montgomery County Circuit Court, Judge J.R. Gaines, for the resolution of any disputes arising under this agreement.

**WALMART ALLOCATION AGREEMENT  
SIGN-ON**

The undersigned, as a duly appointed representative of the County/City of Cullman, has read the attached Walmart Allocation Agreement, understands its terms, and agrees to be bound by those terms.

Done, this 23<sup>rd</sup> day of February, 2023.



Title Chairman

City/County of Cullman

## EXHIBIT A APPROVED ABATEMENT STRATEGIES

### Introduction

The Walmart Settlement Allocation Agreement reflects the Parties' common desire to abate and alleviate the impacts of the opioid epidemic in this State by entering into an agreement relating to the allocation and use of any Settlement Funds received in Settlement.

Settlement Funds must be used to prevent, treat, and support recovery from opioid addiction and any other co-occurring substance use or mental health conditions which are all long-lasting (chronic) diseases that can cause major health, social, and economic problems at the individual, family, community, and/or state level. The Parties shall be guided by the recognition that expenditures should ensure both the efficient and effective abatement of opioid epidemic, and the prevention of future addiction and opioid abuse. Accordingly, the Parties shall utilize Settlement Funds for the Approved Abatement Strategies set forth below. While the Approved Abatement Strategies listed below are comprehensive, they are also illustrative. The opioid epidemic is ongoing, both in terms of research on the efficacy and efficiency of known strategies, and in innovative programs at the federal, state, and political subdivision levels.

### Alabama Abatement Strategy Overview

In Alabama, similar to and including many national settlement strategies to abate opioid addiction, we have created an abatement plan that includes the three main components discussed below. These components will work collaboratively to address Alabama's needs and to also serve as a complement to, and should be integrated with, all other state and local government opioid plans:

1. **Strategies for Opioid Community Innovation & Recovery:** Included but not limited to prevention, treatment, and recovery support for local communities (examples include child welfare, law enforcement strategies and other infrastructure supports). This component of the Alabama abatement strategy has a hyper-local focus that allows communities to collaborate and expand necessary services to their community.
2. **Strategies for Opioid Statewide Innovation & Recovery:** Included but not limited to strategies included in the Community Recovery component, above. This component also includes projects that promote statewide change and regional development for prevention, treatment, and recovery support (examples include regional treatment hubs, drug task forces, data collection and dissemination). This component also includes opioid abatement research and development to understand how to better serve individuals and families in Alabama.
3. **Strategies for Opioid Recovery Sustainability:** Alabama's opioid addiction and mental health epidemic was not created overnight, and it will not go away immediately. By collaborating to share resources and knowledge, Alabama's state and local

communities can build a sustainable financing strategy and infrastructure to reverse the damage that has been done by the opioid crisis and prevent future epidemics and crises.

## **PART ONE: Approved Uses for Opioid Community Innovation & Recovery**

### **Treatment**

Expanding availability of treatment, including Medication-Assisted Treatment (MAT), for OUD and any co-occurring substance use or mental health conditions (SUD/MH).

Provide trauma-informed treatment services and support for individuals, their children and family members who have experienced trauma resulting from opioid addiction in the family.

Expand access and support infrastructure developments for telemedicine / telehealth services to increase access to OUD treatment, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

Improve oversight and quality assurance of Opioid Treatment Programs (OTPs) to assure evidence-informed practices such as adequate methadone dosing.

Engage non-profits and faith community to uncover and leverage current community faith-based OUD prevention, treatment and recovery support in partnership with medical and social service sectors.

Expand culturally appropriate services and programs that address health disparities in treatment for persons with OUD and mental health disorders, including programs for vulnerable populations (i.e., homeless, youth in foster care, etc.), citizens of racial, ethnic, geographic and socio-economic differences, and new Americans to ensure that all Alabamians have access, and treatment, and recovery support services for OUD that meet their needs.

Ensure that each patient's OUD needs and treatment recommendations are determined by a qualified clinical professional. Provide training and practice support to clinicians on the American Society of Addiction Medicine (ASAM) levels of care (or other models) and the most effective methods of treatment continuation between levels of care for people with OUD and any other co-occurring substance use or mental health conditions and make all levels of care available to all Alabamians.

### **Early Intervention and Crisis Support**

Fund the expansion, training and integration of Screening, Brief Intervention and Referral to Treatment (SBIRT) and Screening, Treatment Initiation and Referral (STIR) programs and ensure that healthcare providers are screening for opioid-addiction and other risk factors and know how to appropriately counsel, treat or refer a patient for mental health and substance use disorders. Support work of Emergency Medical Systems, including peer support specialists, to effectively connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

Create an intake and call center to facilitate education and access to treatment, prevention and recovery services for persons with opioid addiction and any co-occurring substance use or mental health conditions.

Create a plan to meet the distinct needs of the families of children and youths who suffer from OUD and the families experience severe emotional disorders and provide respite and support for these caregivers to reduce family crisis and promote treatment.

Create community-based intervention services for families, youth, and adolescents at-risk for opioid addiction and any co-occurring substance use or mental health conditions.

Develop best practices on addressing individuals with OUD in the workplace, including any other co-occurring substance use or mental health conditions.

Implement and support assistance programs for healthcare providers with OUD and any co-occurring substance use disorders or mental health conditions.

### **Support for Criminal-Justice Involved Persons**

Address the needs of persons involved in the criminal justice system who have OUD and any co-occurring substance use or mental health conditions.

Support pre-arrest diversion and deflection strategies for persons with OUD addiction including opioids and any other co-occurring substance use or mental health conditions, including established strategies such as sequential intercept mapping and other active outreach strategies such as the Drug Abuse Response Team (DART) or Quick Response Team (QRT) models or other co-responder models that involve people not actively engaged in treatment.

Support pre-trial services that connect individuals with OUD addiction including opioids and any other co-occurring substance use or mental health conditions to evidence-informed treatment, including MAT, and related services.

Support treatment and recovery courts for persons with OUD and any other co-occurring substance use or mental health conditions, but only if these problem-solving courts provide referrals to evidence-informed treatment, including MAT.

Provide evidence-informed treatment, including MAT, evidence-based psychotherapies, recovery support, harm reduction, or other appropriate services to individuals with OUD and any other co-occurring substance use or mental health conditions who are incarcerated, on probation, or on parole.

Provide evidence-informed treatment, including MAT, evidence-based psychotherapies, recovery support, harm reduction, or other appropriate re-entry services to individuals with OUD and any other co-occurring substance use or mental health conditions who are leaving jail or prison or who have recently left jail or prison.

Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis substance use (OUD plus another substance diagnosis) disorder/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

### **Family-Centered Treatment and Support**

Fund and promote evidence-informed treatment, including MAT, recovery, and prevention services for pregnant women, post-partum mothers, as well as those who could become pregnant and have OUD and any other co-occurring substance use or mental health conditions.

Training for obstetricians and other healthcare personnel who work with pregnant women or post-partum women and their families regarding treatment for OUD and any other co-occurring substance use or mental health conditions.

Invest in measures to address Neonatal Abstinence Syndrome, including prevention, care for opioid addiction and education programs.

Fund child and family supports for parenting women with OUD addiction including opioids and any co-occurring substance use or mental health conditions.

Enhanced family supports and childcare services for parents receiving treatment for OUD and any co-occurring substance use or mental health conditions.

### **Recovery Support**

Identify and support successful recovery models for recovering opioid users including, but not limited to, college recovery programs, peer support agencies, recovery high schools, sober events and community programs, etc.

Provide technical assistance to increase the quantity and capacity of high-quality programs that model and support successful recovery for recovering opioid users.

Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users. To reduce stigma and to normalize a culture of recovery, government staff will be provided with onboarding and training that generates a cultural shift and provides all government employees with tool and resources to feel supported and to support colleagues who may be struggling with opioid and co-occurring substance use or mental health conditions.

Convene community conversations and training that engage non-profits, civic clubs, the faith-based community, and other stakeholders in training and techniques for providing referrals and support to recovering opioid users and their family and friends.

Identify and address transportation barriers to permit consistent participation in treatment and recovery support by recovering opioid users.



Support the development of recovery-friendly environments for recovering opioid users in all sectors, schools, communities and workplaces to promote and sustain health and wellness goals.

Put resources for recovering opioid users toward:

1. Supportive and recovery housing for recovering opioid users;
2. Supportive employment/jobs for recovering opioid users;
3. Certification of peer coaches, peer-run recovery organizations, recovery community organizations for recovering opioid users;
4. Crisis intervention and relapse prevention for recovering opioid users; and
5. Services and structures that support young people living a life in recovery including, recovery high schools and collegiate recovery communities for recovering opioid users.

### **Prevention**

Invest in school-based programs that have demonstrated effectiveness in preventing opioid abuse or that appear promising to prevent the uptake and use of opioids. Investment in school and community-based prevention efforts and curriculum that have demonstrated effectiveness in reducing Adverse Childhood Events (ACEs) and their impact, by increasing resiliency, and preventing risk-taking, unhealthy or dangerous behaviors such as: drug use, prescription drug misuse, early alcohol use, and suicide attempts.

Assist coalitions and community stakeholders in aligning state, federal and local resources to maximize procurement of school and community education curricula, programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, aging and elderly community members and others in an effort to build a comprehensive prevention and education response to address OUD prevention across the lifespan.

Invest in environmental scans and school surveys to identify effective OUD prevention efforts and realign OUD prevention and treatment responses with those emerging risk factors and changing patterns of OUD misuse.

Fund community anti-drug coalitions that engage in OUD prevention efforts and education.

Create school-based contacts who parents can engage with to seek immediate OUD treatment services for their child.

### **Prevent Over-Prescribing of Opioids and Other Drugs of Potential Misuse**

Training for healthcare providers, including Continuing Medical Education (CME), regarding safe and responsible opioid prescribing, opioid dosing, and methods for tapering patients off opioids.

Support for non-opioid pain treatment alternatives, including training providers to offer or refer patients to multi-modal, evidence-informed treatment of pain.

Support the development and implementation of a National Prescription Drug Monitoring Program (PDMP) – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to, integration of PDMP data with electronic health records, overdose episodes, and decision support tools for healthcare providers relating to OUD and other drugs of concern.

### **Overdose Prevention and Harm Reduction**

Increase availability and distribution of naloxone and other drugs that treat opioid overdoses for use by first responders, persons who have experienced an overdose event, patients who are currently prescribed opioids, families, schools, community-based service providers, social workers, and other members of the general public.

Promote and expand naloxone strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an opioid overdose are then engaged and retained in evidence-based treatment programs.

Provide training and education regarding naloxone and other drugs that treat opioid overdoses for first responders, persons who have experienced an overdose event, patients who are currently prescribed opioids, families, schools, and other members of the general public.

Invest in evidence-based and promising comprehensive opioid harm reduction services and centers, including mobile units, to include: syringe services, supplies, naloxone, staffing, space, peer-support services, and access to medical and behavioral health referrals.

Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

### **Services for Children**

Review the continuum of services available to Alabama's youths, young adults, and families to identify gaps and to ensure timely access to appropriate care for OUD and its impacts for Alabama's youngest citizens and their parents.

Fund additional positions and services, including supportive housing and other residential services to serve children living apart from custodial parents and/or placed in foster care due to custodial opioid use.

Expand collaboration among organizations meeting the OUD prevention, treatment, and recovery needs of Alabama's young people and organizations serving youths, such as Boys & Girls Clubs, YMCAs and others. Support the growth of recovery high schools, collegiate recovery communities, and alternative peer groups for youths recovering from OUD and mental illness.

## **First Responders (EMS, Firefighters, Law Enforcement and Other Criminal Justice Professionals)**

Provide funds for first responders and criminal justice professionals and participating subdivisions for cross agency/department collaboration and other public safety expenditures relating to the opioid epidemic that address both community and statewide supply and demand reduction strategies including criminal interdiction efforts.

Training public safety officials and first responders on safe-handling practices and precautions when dealing with fentanyl or other drugs.

Provide trauma-informed resiliency training and support that address compassion fatigue and increased suicide risk of public safety OUD responders.

## **Workforce**

Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

Scholarships/loan forgiveness for persons to become certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD/MH field, and scholarships for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD/MH field for continuing education licensing fees.

Funding for clinicians to obtain training and a waiver under the federal Drug Addiction Treatment Act to prescribe MAT for opioid use disorders.

Training for healthcare providers, students, and other supporting professionals, such as peer recovery coaches/recovery outreach specialists to support OUD treatment and harm reduction.

Dissemination of accredited web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

## **PART TWO: Statewide Innovation & Recovery**

### **Leadership, Planning and Coordination**

Promote and encourage community regional planning to identify goals for opioid reduction and support efforts and/or to identify areas and populations with the greatest needs for OUD prevention, treatment and services.

Provide resources to fund the oversight, management, and evaluation of OUD abatement programs and inform future approaches.

Develop a government dashboard to track key opioid addiction related indicators and support as identified through collaborative community processes.

Provide funding for grant writing to assist already established community coalitions in securing state and federal grant dollars for OUD recovery capacity building and sustainability.

### **Stigma Reduction, Training and Education**

Commission statewide campaigns to address stigma against people with OUD and any co-occurring substance use or mental health conditions. Stigma and misinformation deeply embed the deadly consequences of Alabama's OUD public health crisis. These prevent families from seeking help, fuel harmful misperceptions and stereotypes in Alabama communities, and can discourage medical professionals from providing evidence-informed consultation and care. Alabama's campaign to end stigma should include OUD chronic disease education; evidence-based OUD prevention, treatment, and harm reduction strategies; stories of OUD recovery; and a constant reframing of mental illness and opioid addiction from a personal moral failing to a treatable chronic illness.

Coordinate public and professional training opportunities that expand the understanding and awareness of adverse childhood experiences (ACEs) and psychological trauma, effective treatment models, and the use of medications that aid in the acute care and chronic disease management of both OUD and any co-occurring substance use or mental health conditions.

Strengthen the citizen workforce by providing community-based training, such as Mental Health First Aid, Crisis Intervention Training, naloxone administration, and suicide prevention. These OUD best practice trainings should be allowable as Continuing Education Units for professional development and when offered in an educational setting, provide academic credit.

Development and dissemination of new accredited curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service Medication-Assisted Treatment.

Training for emergency room personnel treating opioid overdose patients on post-discharge planning. Such training includes community referrals for MAT, recovery case management and/or support services.

Implement opioid and drug take-back disposal and/or opioid destruction programs. Coordinate and promote public education relating to these opioid drug disposal programs.

Commission state-wide public education programs, including first responders, relating to emergency responses to opioid overdoses, including education on Alabama's immunity and Good Samaritan laws.

### **PART THREE: Strategies for Sustainability**

Fund development of a multistate/nationally accessible database based on a template developed by the State and political subdivisions whereby healthcare providers can list locations for currently available in-patient and out-patient OUD treatment services that are both timely and accessible to all persons who seek treatment.

Fund the expansion, training and integration of Screening, Brief Intervention and Referral to Treatment (SBIRT) and Screening, Treatment Initiation and Referral (STIR) programs and ensure that healthcare providers are screening for opioid addiction and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for mental health and substance use disorders.

Create community-based intervention services for families, youth, and adolescents at risk for opioid addiction and any co-occurring substance use or mental health conditions.

Fund and promote evidence-informed treatment, including MAT, recovery, and prevention services for pregnant women, post-partum mothers, as well as those who could become pregnant and have OUD and any other co-occurring substance use or mental health conditions.

Invest in measures to address Neonatal Abstinence Syndrome, including prevention, care for opioid addiction and education programs.

Fund child and family supports for parenting women with OUD and any co-occurring substance use or mental health conditions.

Invest in school-based programs that have demonstrated effectiveness in preventing opioid abuse and that appear promising to prevent the misuse of prescription opioids. Investment in school and community-based prevention efforts and curriculum that have demonstrated effectiveness in reducing Adverse Childhood Events (ACEs) and their impact by increasing resiliency, and preventing risk-taking, unhealthy or dangerous behaviors such as: drug use, misuse, early alcohol use, and suicide attempts.

Invest in environmental scans and school surveys to identify effective OUD prevention efforts and realign OUD prevention and treatment responses with those emerging risk factors and changing patterns of OUD misuse.

Fund community anti-drug coalitions that engage in OUD prevention efforts and education.

Invest in evidence-based and promising comprehensive opioid harm reduction services and centers, including mobile units, to include: syringe services, supplies, naloxone, staffing, space, peer-support services, and access to medical and behavioral health referrals.

Provide funds for first responders and criminal justice professionals and participating subdivisions for cross agency/department collaboration and other public safety expenditures relating to the

opioid epidemic that address both community and statewide supply and demand reduction strategies including criminal interdiction efforts.

Funding for clinicians to obtain training and a waiver under the federal Drug Addiction Treatment Act to prescribe MAT for opioid use disorders.

Provide resources to fund the oversight, management, and evaluation of OUD abatement programs and inform future approaches.

Develop a government dashboard to track key opioid/and addiction-related indicators and supports as identified through collaborative community processes.

Provide funding for grant writing to assist already established community coalitions in securing state and federal grant dollars for OUD recovery capacity building and sustainability.

# NATIONAL OPIOID LITIGATION

January 10, 2023

## VIA US Mail & E-Mail

Emily Niezer Johnston  
Cullman County Courthouse  
500 2nd Avenue SW, Room 110  
Cullman, AL 35055

### **Re: RECENT NATIONAL OPIOID SETTLEMENT PROPOSALS**

Dear Client:

On behalf of the national consortium of law firms representing you in the opioid litigation, we write to update you with respect to several recent national settlement proposals made by defendants at the end of last year. In addition to the \$26 billion national settlements concerning the Big Three Distributors and Johnson & Johnson, which, as of last year, began making payments out to communities across the country, we are pleased to announce that there are five additional proposed national settlements. The new settlement proposals concern CVS, Walgreens, Walmart, Teva, and Allergan. These proposed settlements, which are discussed in detail below, will provide up to \$20 billion in additional funding. The proposed settlements also include changes in corporate behavior to address the issues raised in the litigation.

This letter is intended to provide you with a high-level overview of the five new settlement proposals. We will be in touch with you in the coming weeks to discuss the details and members of the legal team will be available to answer any questions you may have.

Similar to the process that occurred with respect to the Big Three and Johnson & Johnson settlements, these new proposed settlements will have an opt-in procedure before they become effective. Although the time frames are slightly different for each deal, communities generally must decide whether to participate by the end of March 2023. For purposes of efficiency, we will provide the opt-in documents for all five new settlements at the same time. If you chose to



GREENE KETCHUM  
FARRELL BAILEY & TWYSEL LLP



HPCB&D  
HPC, Peterson, Carrier  
Bee & Deitzler, PLLC





I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: Jeff Clemmons  
Name: Jeff "Clem" Clemmons  
Title: Chairman  
Date: 2/23/23

**EXHIBIT K**

**Subdivision Participation and Release Form**

*[Draft]*

Governmental Entity: Callman Co. Commission	State: AL
Authorized Official: Chairman Clemons	
Address 1: 500 2nd Ave S.W.	
Address 2: Room 105	
City, State, Zip: Callman, AL 35095	
Phone: 256-775-4878	
Email: e.johnston@co.callman.al.us	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December [ ], 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance,

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: Jeff Clemmons

Name: Jeff "Clem" Clemons

Title: Chairman

Date: 2/23/23

**Exhibit K**  
**Subdivision and Special District Settlement Participation Form**

Governmental Entity <i>Cullman Co. Commission</i>	State: <i>Alabama</i>
Authorized Official <i>Chairman Clemons</i>	
Address 1: <i>500 2nd Ave SW</i>	
Address 2: <i>Rm. 105</i>	
City, State, Zip: <i>Cullman, AL 35055</i>	
Phone: <i>256 - 775-4878</i>	
Email: <i>e.johnston@co.cullman.al.us</i>	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at [website link to national settlement website to be provided].
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would

oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:

Jeff Clem Clemmons

Name:

Jeff "Clem" Clemmons

Title:

Chairman

Date:

2/23/23



**EXHIBIT K**  
**Subdivision and Special District Settlement Participation Form**

Governmental Entity: Cullman County Commission	State: AL
Authorized Official: Chairman Clemons	
Address 1: 500 2 <sup>nd</sup> Ave SW, Room 105	
Address 2:	
City, State, Zip: Cullman AL 35055	
Phone: (256) 775-4878	
Email: johnston@co.cullman.al.us	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at [link to national settlement website page to be provided].
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

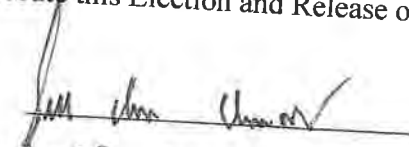
**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature:



Name:

Jeff "Clem" Clemons

Title:

Chairman

Date:

2/23/23

**EXHIBIT B**  
**Settlement Participation Form**

Governmental Entity: Cullman County Commission	State: AL
Authorized Official: Chairman Clemens	
Address 1: 500 2 <sup>nd</sup> Ave SW, Room 105	
Address 2:	
City, State, Zip: Cullman AL 35055	
Phone: (256) 775-4878	
Email: ejohnston@co.cullman.al.us	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 2, 2022 ("the Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision or Participating Special District as provided therein.
2. The Governmental Entity shall, within 30 days of the execution of this Settlement Participation Form, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions or Special Districts as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section IV (Release), and along with all

departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to any Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. This Settlement Participation Form shall be deemed effective as of the Effective Date of the Walmart Settlement.
11. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature:

Jeff "Clem" Clemons

Name:

Jeff "Clem" Clemons

Title:

Chairman

Date:

2/23/23



**EXHIBIT K<sup>1</sup>**

**Subdivision Participation and Release Form**

Governmental Entity: Cullman Co. Commission	State: AL
Authorized Official: Chairman Clemons	
Address 1: 500 2nd Ave SW	
Address 2: Room 105	
City, State, Zip: Cullman, AL 35055	
Phone: 256-775-4878	
Email: ejohnston@w.cullman.al.us	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 2, 2022 ("CVS Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role

<sup>1</sup> As of December 8, 2022.

as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.

7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



### Credentialing Criteria and Standards

Initials & Date	Title	Standard
	Complaint Tracking, Reporting & Resolution (not required to submit at this time)	The organization must have and maintain a system to track, report and document resolution of complaints <b><u>to be provided later in process.</u></b>
	Debarment	The Provider must not be on any applicable state or federal debarment list. <a href="http://www.oig.hhs.gov/">http://www.oig.hhs.gov/</a>
	Driver Logs	The organization must have the ability to maintain driver logs for all services provided.
	Driver Training	The organization must have and maintain a driver training program that addresses utilization of safety restraints, non-smoking, safe driving, defensive driving and patient assistance.
	Driver's DMV & Criminal Background Checks	The organization must have and provide evidence of a recent Driver DMV History and National Criminal Background check as required
	Employee Substance Screening	The organization must have and maintain current copies of employee substance screening as required by the State.
	Incident Reporting	The organization must have and maintain a method of reporting incidents inclusive of accident reporting.
	Insurance	The organization must have and provide evidence of adequate insurance as required by the Provider Network Agreement. ACORD format with Access2Care as additional certificate holder.
	Licensure and Compliance	The organization must have and provide copies of all current licenses required by state or federal laws.
	Policies and Procedures (not required to submit at this time)	The organization must have and maintain written policies and procedures in compliance with the Policies and Procedures in the Network Provider Manual <b><u>to be provided later in process.</u></b>
	Vehicle Maintenance	The organization must have a documented vehicle cleaning and preventive maintenance program.

After review and inspection of all applicable documents and records, I attest that \_\_\_\_\_  
has met the above credentialing/requirements. Attached are copies of the required documents.

\_\_\_\_\_  
Client Name

\_\_\_\_\_  
Date

## Driver Requirements

ALL Drivers must meet these criteria to be eligible to perform transports.

1. Must be at least 18 years of age.
2. Have a valid driver's license from the State for the type of vehicle they are driving.
3. Evidence of 5 panel drug testing pre-employment.
4. Have a National criminal background check through the National Crime Information Center (NCIC) prior to employment and annually thereafter (no state background check is required)
5. Cannot be on any state or federal Sex Offender Registry
6. Must not have been convicted of any felony crime and/or misdemeanor related to:
  - a. health care fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct;
  - b. elder abuse/patient abuse in connection with the delivery of a health care item or service;
  - c. unlawful manufacture, distribution, prescription, or dispensing of a controlled substance;
  - d. any felony or misdemeanor conviction for child abuse, elderly abuse, domestic violence, criminal sexual conduct, drugs or weapons.
7. Have not had their license suspended or revoked for moving traffic violations in the previous 5 years.
8. Have no more than 2 chargeable accidents or 2 moving violations in the last 3 years.
9. Must have current certification in:
  - i. Cardiopulmonary Resuscitation (CPR) / First Aid
  - ii. Defensive Driving
10. Are required to participate in a minimum of twelve (12) hours in-service training on related subjects annually such as:
  - i. Handling Blood-borne Pathogens
  - ii. Passenger Assistance – transferring, loading, unloading
  - iii. HIPAA Compliance

Driver files should contain evidence of all the required criteria and are subject to audit and inspection by Access2Care.



A Global Medical Response Solution

Transportation Provider Contact Sheet

PROVIDER NAME: CARTS - Cullman Area Rural Transportation System

PHYSICAL ADDRESS: 1958 Beech Ave. SW

PHYSICAL CITY: Cullman STATE AL ZIP 35055

EMAIL ADDRESS: jechols@cra.cullman.al.us

DISPATCH CONTACT: Joyce Echols

DISPATCH CONTACT PHONE: 256-734-1246

DISPATCH CONTACT FAX: 256-736-6450

BILLING CONTACT NAME: Joyce Echols

BILLING CONTACT PHONE: 256-734-1246

BILLING CONTACT FAX: 256-736-6450

AFTER HOURS CONTACT NAME: Joyce Echols

AFTER HOURS NUMBER: 256-531-3957







## SUBCONTRACTOR AGREEMENT

**THIS SUBCONTRACTOR AGREEMENT** is made between Access2Care, LLC (“A2C”) and Cullman County Commission DBA CARTS (the “Subcontractor”) set out on the signature page of this Agreement. This Agreement is effective as of the Commencement Date as defined in Schedule “A”.

**WHEREAS**, A2C on occasion needs subcontractors to provide medical transportation, non-medical transportation ambulance, paratransit and wheelchair services to A2C customers in various locations;

**WHEREAS**, A2C manages non-emergency transportation. As such we use subcontractors to provide non-emergency medical transportation for our clients who request such services;

**WHEREAS**, A2C wishes to retain Subcontractor to perform certain tasks in furtherance of this effort as set forth in this Agreement; and

**WHEREAS**, Subcontractor wishes to perform, and is capable of performing such tasks upon request by A2C.

**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Provision of Services.** Subcontractor will provide the transportation services described in Schedule “A” hereto (the “Services”) to Clients or Recipients (collectively referred to as “Recipients”) on the conditions, if any, described in Schedule “A” and in the service area(s) described in Schedule “A” (the “Service Area”), only when and as requested by A2C.
- 2. Compliance with Laws.** The parties will comply in all material respects with all applicable federal and state laws and regulations, including the federal Anti-

kickback statute, and shall submit to the State all documentation necessary for Subcontractor to provide the services more specifically described herein. Subcontractor’s vehicles will conform to applicable state regulations and be duly licensed for the transportation of Recipients. All Subcontractor personnel staffing vehicles that provide the Services will be licensed or certified as required by applicable law.

- 3. Term.** The initial term of this Agreement shall be one (1) year, commencing on the Commencement Date set out in Schedule “A” hereof, and this Agreement shall automatically renew for subsequent one-year periods thereafter, subject to the termination rights herein. The initial term and all renewal periods shall be cumulatively referred to as the “Term”.
- 4. Termination.** Each party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon sixty (60) days written notice to the other party; or (b) upon the material breach of this Agreement by the other party if such breach is not cured within thirty (30) days of written notice thereof to the other party. Notwithstanding the foregoing, A2C may terminate this Agreement immediately upon: (i) the failure of Subcontractor to respond to requests by A2C for the provision of Services to Recipients within the Service Area or (ii) following Subcontractor’s loss or suspension of licensure necessary for the provision of the Services or reduction or loss of Subcontractor’s insurance coverage.
- 5. Scheduling of Services.** A2C shall schedule and request any and all Services to be provided by Subcontractor pursuant to this Agreement. All Services will be scheduled according to the procedures provided for in the Transportation Provider Manual, as modified from time to time by A2C in its sole discretion and attached hereto as Schedule “C” and incorporated herein by this reference.



6. **No Utilization Obligation.** A2C does not guarantee any level of utilization of Subcontractor and A2C is under no obligation to utilize Subcontractor for any Services.
7. **Standards for Services.** Subcontractor represents and warrants that (a) any and all Services shall be provided in accordance with prevailing industry standards of quality and care applicable to the Services provided; (b) any and all Services rendered shall be performed in a good and workmanlike manner; (c) Subcontractor shall comply with all requirements of A2C's Transportation Provider Manual may be modified by A2C from time to time; The parties acknowledge and agree that all references to specific sections of the Transportation Provider Manual are based on the requirements in place at the time of execution of this agreement. In the event a revision to the requirements causes those section references to change, the current and prevailing Transportation Provider Manual shall prevail.
8. **Trip Management.** Subcontractor acknowledges and agrees that they will satisfy all requirements outlined in the Transportation Provider Manual as it relates to the manner in which the services, activities, and tasks are to be performed as well as requirements for pickup and delivery of all participants.
9. **Compensation and Billing.** For any Services performed by Subcontractor pursuant to which A2C has provided Subcontractor with an authorization number, A2C shall pay Subcontractor within twenty-one (21) days of receipt of a "clean" invoice in a format approved by A2C which includes completed and accurate vendor set up for payment processing and additional requirements as defined in Transportation Provider Manual. Subcontractor shall submit its invoice within forty-five (45) days of the date that Services were provided by Subcontractor - failure to submit its invoice within this time period will result in non-payment by A2C to Subcontractor. Subcontractor shall not seek payment from A2C's customer, the Patient or any third-party payor for any such Services. A2C shall reimburse Subcontractor at the rates set forth in Schedule "B" and Subcontractor shall accept the rates in Schedule "B". Provided that A2C has authorized the Subcontractor to bill the Patient, the preceding sentence shall not preclude Subcontractor from billing a Patient for any Patient responsible amounts under the requirements of the Patient's applicable health plan membership agreement, e.g., co-payment, co-insurance or deductible.
10. **Record Retention.** Subcontractor will retain books and records respecting Services rendered to Patients for the greater of ten (10) years or the time periods required under all applicable laws (including the requirements of the Secretary of Health and Human Services ("HHS")) and allow access to such books and records by duly authorized agents of the Secretary of HHS, the Comptroller General and others to the extent required by law.
11. **Compliance with the terms of A2C's contract with the client.** Subcontractor acknowledges and agrees that Subcontractor shall comply with all mandatory terms and conditions of A2C's contract with the client.
12. **Injury to an A2C Passenger.** If an A2C passenger is injured while being transported, Subcontractor shall submit a claim through their insurance first, and through A2C's insurance if Subcontractor's insurance does not cover the costs associated with the incident.
13. **Audit Rights.** Subcontractor shall, within a reasonable amount of time after written notice from A2C provide representatives of A2C or the U.S. Government (as specified in the notice), grant access to all records, documents, fiscal and accounting data, and other information (whether in paper form, microform, electronic media or other form)



that relate to this Agreement, Subcontractor shall comply with all requirements of A2C's Transportation Provider Manual which may be modified by A2C from time to time. This obligation of Subcontractor shall survive for a period of three (3) years following final payment under this Agreement or until such later time as required under applicable law and regulation.

14. **Indemnity.** Each party will indemnify and hold the other party harmless from and against liability claims resulting from or alleged to result from any negligence or willful misconduct of the indemnifying party related to the performance of this Agreement.

Subcontractor is aware and understands that the Services is a potentially dangerous activity and involves the risk of serious injury, disability, death, and/or property damage. Subcontractor is also aware of the contagious nature of bacterial and viral diseases, including COVID-19, (collectively, the "Disease") and the risk that Subcontractor may be exposed to or contract the Disease by being engaging in the Services, which may result in illness, personal injury, psychological injury, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss. Subcontractor acknowledges that these risks may result from or be compounded by the actions, omissions, or negligence of A2C employees or others. Subcontractor understands that A2C cannot guarantee that Subcontractor will not be injured or become infected with the Disease, or other infectious diseases, while engaging in the Services and that engaging in the Services may increase Subcontractor's risk of contracting the Disease. NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE SERVICES WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF ILLNESS, PERSONAL INJURY, PSYCHOLOGICAL INJURY, PAIN,

SUFFERING, DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF A2C OR OTHERWISE.

Subcontractor hereby expressly waives and releases any and all claims, now known or hereafter known, against A2C and its officers, directors, manager(s), employees, agents, affiliates, successors, and assigns (collectively, "Releasees") on account of personal or psychological injury, illness, pain, suffering, disability, death, property damage, or financial loss arising out of or attributable to participating in the Services, whether arising out of the ordinary negligence of A2C or any Releasees or otherwise. Subcontractor covenants not to make or bring any such claim against A2C or any other Releasee, and forever releases and discharges A2C and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that law does not permit to be released by agreement.

15. **Dispute Resolution.** Subcontractor acknowledges and agrees that in the event of a dispute arising out of the relationship between A2C and the Subcontractor and the services provided for herein, Subcontractor shall look solely to A2C to resolve this dispute, and at no time, shall Subcontractor pursue a resolution of any dispute related to this Agreement with either the client or any agency thereof. All disputes involving payment of claims shall be resolved according to the procedure outlined in the Claims Appeals Process in the Transportation Provider Manual. If necessary, a dispute shall be resolved in a court of competent jurisdiction and according to the laws of the State.
16. **Default by A2C.** In the instance of default by A2C, the Agreements and all rights and obligations associated therewith shall pass to the client or its duly appointed agent for the continued provision of the services





more specifically described herein. Subcontractor acknowledges and agrees that in the event the client assumes responsibility for this Agreement, all terms, conditions, and rates established herein shall remain in effect until or unless renegotiated by the client or its agent unless otherwise terminated immediately by the client in its sole discretion.

17. **Insurance.** Subcontractor currently maintains and will maintain during the Term of this Agreement liability insurance policies for claims that may be made against Subcontractor arising out of the Services under this Agreement. Subcontractor shall maintain comprehensive general and automobile liability coverage with limits no less than \$300,000 per occurrence and \$300,000 annual aggregate and other such coverage as required by the State. Subcontractor shall maintain workers' compensation insurance in the statutory required amounts. Subcontractor shall cause A2C to be added as an additional insured to all such policies. Subcontractor shall provide to A2C upon execution of this Agreement certificates of insurance evidencing coverage. Coverage shall not be changed or modified without at least thirty (30) days prior written notice to A2C. Further, Subcontractor's insurance shall be primary in the event of any claim resulting from Services provided by Subcontractor and shall be exhausted in full prior to any contribution from any other source. Subcontractor shall also be solely responsible for any and all damages or repairs to its owned, leased or contracted vehicles used in providing Services under this Agreement.

18. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested,

upon verification of receipt. Notice shall be sent to the following addresses:

**IF TO SUBCONTRACTOR:**

Cullman County Commission DBA .  
CARTS  
1950 Beech Ave SW  
Cullman, AL 35056

**IF TO A2C:**

Director of Contract Oversight  
Access2Care, LLC.  
6363 S. Fiddlers Green Cir, 14<sup>th</sup> Floor  
Greenwood Village, Colorado 80111

With Mandatory Copy to:

Legal Department  
American Medical Response, Inc.  
6363 S. Fiddlers Green Cir, 14<sup>th</sup> Floor  
Greenwood Village, Colorado 80111

19. **Confidentiality.** All information with respect to the operations and business of a party (including but not limited to the rates charged hereunder) and any other information considered to be and treated as confidential by that party gained during the negotiation or Term of this Agreement will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for access required by law, regulation and third party reimbursement agreements. The obligations under this section shall not apply to information which (a) at the time of disclosure is in the public domain or, after disclosure, enters the public domain other than by breach of this Agreement; or (b) is already in the possession of the recipient at the time of disclosure and is not acquired from the other Party; or (c) is later received on a non-confidential basis from a third Party having the right to impart such information; or (d) is independently developed by the recipient's employees who did not have access to such



information in connection with this Agreement.

20. **HIPAA Compliance.** Each party shall comply with the privacy and security provisions of the *Health Insurance Portability and Accountability Act of 1996* and the regulations thereunder ("HIPAA"), and with such other requirements of HIPAA that may become effective during the Term. All patient medical records shall be treated as confidential so as to comply with all state and federal laws. The Subcontractor shall report in writing to A2C any use or disclosure of Protected Health Information ("PHI") not provided for or allowed by the SUBCONTRACTOR AGREEMENT immediately upon becoming aware of the same.
21. **CMS Required Contract Provisions-42 CFR 422.** (i) *Privacy and Accuracy of Records:* Providers and suppliers agree to safeguard beneficiary privacy and confidentiality and assure the accuracy of beneficiary health records. 42 C.F.R. 422.504(a)13. (ii) *Hold Harmless for MAs offering SNPs:* For all Medicare Advantage ("MA") organizations with enrollees eligible for both Medicare and Medicaid, such enrollees will not be held liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts, and inform providers of Medicare and Medicaid benefits and rules for enrollees eligible for Medicare and Medicaid. The MA plans may not impose cost sharing that exceeds the amount of cost sharing that would be permitted with respect to the individual under the Title XIX if the individual were not enrolled in such plan. Subcontractor will accept the MA plan payment as payment in full, or bill the appropriate State source.
22. **Relationship.** In the performance of this Agreement, each party shall be, as to the other, an independent contractor, and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other.

Nothing contained within this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. As to either party's employees, nothing contained herein shall be construed in such a manner as to give effect to the notion that either party shall in anyway assume responsibility for the oversight or provision of the other party's employee benefits, including but not limited to the payment of wages, provision of health insurance, or any and all other commonly accepted benefits of employment.

23. **Compliance Program and Code of Conduct.** A2C has made available to the Subcontractor a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at A2C's web site, located at: [www.Access2Care.net](http://www.Access2Care.net), and the Subcontractor acknowledges receipt of such documents. A2C warrants that its personnel shall comply with A2C's compliance policies, including training related to the Anti-kickback Statute.
24. **Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if the Office of Inspector General (OIG) excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.



**25. Vehicle and Personnel Requirements.** Subcontractor acknowledges and agrees that all vehicles and personnel utilized to provide the Services shall comply with the requirements included within the Transportation Provider Manual and any other applicable sections as may be added from time to time by A2C.

**26. Training Requirements.** Subcontractor acknowledges and agrees that all personnel shall be trained and oriented according to the Transportation Provider Manual.

**27. Background Investigation.** Subcontractor warrants and represents that it has performed a national background investigation on employees that provide patient care services or drive vehicles. The investigation report may include but not limited to the following:

- a. Social Security Number Verification
- b. Criminal Search
- c. Employment Verification to include reason for separation and eligibility for re-employment for each employer for 7 years
- d. OIG List of Excluded Individuals/Entities
- e. Sex Offender Registry
- f. GSA List of Parties Excluded from Federal Programs
- g. Department of Motor Vehicle Driving History
- h. State and Local Licensure Verification
- i. Drug Screen

Refer to the Transportation Provider Manual for specific background requirements based on the State where the Subcontractor provides services.

Upon request and from time-to-time, Subcontractor shall provide A2C with a continuing certification.

**28. Referrals.** It is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of Recipients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided. Subcontractor represents and warrants that the rates and pricing that it has accepted do not place it in violation of any federal or state anti-kickback statute.

**29. Other.** During the term of this Agreement and for a period of six (6) months following termination of this Agreement: Subcontractor shall not provide transportation services to any A2C customer that Subcontractor has rendered Services to under this Agreement, either directly or through a network of providers or intermediary other than A2C; or (ii) solicit any such A2C customer to obtain transportation services from Subcontractor either directly or through such other network or intermediary in the Service Area.

**30. Equal Employment Opportunity.** If the provisions of Executive Order 11,246 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 41 C.F.R. part 60-1. If the provisions of Executive Order 13,201 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 29 C.F.R. part 470.

**31. Miscellaneous.** This Agreement (including the Schedules hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or



written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the Services are performed, without regard to the conflict of laws provisions thereof, and the federal laws of

the United States applicable therein; (f) may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; (g) shall not be effective until executed by both parties; (h) will comply with all applicable Medicare laws, regulations and CMS instructions, including 42 CFR Sec. 422.110 if applicable. In the event of a conflict between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

*[Signature Page To Follow]*



IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

Access2Care, LLC

DocuSigned by:  
By: George Sousa  
BA541E9102664F0...

George Sousa  
Regional Director Operations 1

Cullman County Commission dba CARTS  
Signature: [Handwritten Signature]  
Print Name: Jeff "Clem" Clemons  
Print Title: Chairman



**SCHEDULE "A"**

**I. Services:**

**A. Transportation Services**

If checked, Subcontractor shall provide the following transportation services (the "Services"):

- "Advanced Life Support" or "ALS";
  - "Basic Life Support Service" or "BLS";
  - "Specialty/Critical Care Transportation" or "SCT" or "CCT" or Neonatal Transports;
  - "Wheelchair Van" non-Ambulance ground transportation provided for non-ambulatory patients;
  - "Non-Medical Stretcher Van" non-Ambulance ground transportation provided for non-ambulatory patients;
  - "Ambulatory Services" non-Ambulance and non-Wheelchair transportation provided to ambulatory patients; or
  - "Other"
- 

**II. Service Area:**

Services shall be provided in and around AL; Cullman County and in other locations as may be agreed upon by the parties.

**III. Commencement Date**

The Commencement Date referred to in Section 3 of this Agreement shall be: March 13, 2023.

**IV. Scheduling Requirements**

In accordance with Section 5 of the Agreement, different or additional Subcontractor scheduling requirements shall be:

None

**V. Additional Requirements**

Additional Subcontractor administrative and operational requirements shall be:

None



**SCHEDULE "B"  
RATES**

<b>Transportation Services</b>	<b>Rate</b>
Ambulatory (One Way) Includes First 5 Miles	\$15.00
Ambulatory Mileage 6 -999	\$1.60
Wheelchair (One Way) Includes First 5 Miles	\$30.00
Wheelchair Mileage 6-999	\$1.60

**A2C does not pay for "No Shows", "Dry Runs" or "Deadhead" miles.**





**SCHEDULE "C"**

**TRANSPORTATION PROVIDER MANUAL**

**1.0 Transportation Provider Manual**

- 1.1 Transportation Provider agrees to adhere to the requirements outlined in the Transportation Provider Manual Version 2022 AL
- 1.2 Revision to the requirements in the Transportation Provider Manual causes section references to change, the current and prevailing Transportation Provider Manual shall prevail.
- 1.3 Transportation Provider will be notified of the revised Transportation Provider Manual within 30 days of final approval from Access2Care.
- 1.4 Transportation Providers must comply with revised Transportation Provider Manual with 20 days of receipt.

**2.0 Transportation Provider Manual Attestation**

- 2.1 Transportation Provider attests that the Transportation Provider Manual Version 2022 AL was received from Access2Care Network Specialist.
- 2.2 Transportation Provider attests that the Transportation Provider Manual Version 2022 AL STATE was reviewed.

Date Provider Manual Received: 11/15/23

Cullman County Commission dba CARTS  
Signature: [Handwritten Signature]  
Print Name: Jeff "Clem" Clemens  
Print Title: Chairman

Lou Rich Region 1

Louis.rich@gmr.net



Date of Proposal: February 6, 2023  
 Proposed Insured: Cullman County Commission  
 City, State: Cullman, Alabama  
 Facilities Include: Cullman County Detention Center  
 Issuing Company: Sirius America Insurance Company, A.M. Best Rating "A-" Excellent  
 Coverage Type: Limited Health Expense Benefits - provided outside the walls of the facility, or facilities, listed above and as outlined in the Insurance Policy.  
 Policy Form: Blanket Accident Medical  
 Effective Date: February 1, 2023  
 Number of Inmates: 290

Current/Expiring

	Option 1	Option 2
<b>Specific Coverage:</b>		
Per Inmate Deductible:	\$10,000	\$20,000
Per Inmate Coverage Limit:	\$300,000 (In Excess of Deductible)	\$300,000 (In Excess of Deductible)
Policy Maximum:	\$1,200,000	\$1,000,000
Rate Per Inmate Per Month:	\$31.31	\$21.03
<b>Covered Expenses:</b>	Eligible Medical Services shall accumulate to satisfy the Per Inmate Deductible as outlined below and be reimbursed at the following:	
<b>In-Patient Hospital Services:</b>	Lesser of the Amount Paid or 45% of Eligible Billed Charges	Lesser of the Amount Paid or 45% of Eligible Billed Charges
<b>Outpatient Hospital Services:</b>		
<b>Physician Services:</b>		
<b>Outpatient Diagnostic and Lab Services:</b>		
<b>Ambulance Services:</b>		
<b>Medical Services and Supplies:</b>	Lesser of the Amount Paid or 150% of Medicare	Lesser of the Amount Paid or 150% of Medicare
<b>Dialysis:</b>	Limited to those provided and administered during a Hospital Stay	Limited to those provided and administered during a Hospital Stay
<b>Prescription Drugs:</b>		
<b>Benefits/Exclusions:</b>		
<b>Prior-to-Booking/In-Pursuit:</b>	Included in Per Inmate Coverage Limit to a Max of \$250k	Included in Per Inmate Coverage Limit to a Max of \$250k
<b>Security &amp; Guarding:</b>	Excluded	Excluded
<b>Dental:</b>	Excluded	Excluded
<b>HIV/AIDS:</b>	Included	Included
<b>Pregnancy:</b>	Included (Inmate only)	Included (Inmate only)
<b>Specialty Drugs:</b>	Excluded	Excluded
<b>Substance Abuse:</b>	Inpatient Hospitalization charges only; charges incurred at institutions providing specialized treatment, long-term care, or rehabilitation are excluded from coverage	Inpatient Hospitalization charges only; charges incurred at institutions providing specialized treatment, long-term care, or rehabilitation are excluded from coverage
<b>Mental and Nervous Disorders:</b>		
<b>Total Premium:</b>	<b>\$108,958.80</b>	<b>\$73,184.40</b>

**Terms and Conditions**

- This proposal is based on data submitted and other information furnished relevant to underwriting the risk, including all claims or possible claims, paid, pending, or denied pending additional information, or which the prospective insured or authorized representative should otherwise be aware of.
- Any inaccuracy in the data submitted or failure to disclose any such information can change the terms, conditions, rates, or factors of this offer or can void offer and coverage.
- Claim Provisions:
 

<b>From:</b>	<b>To:</b>
Claims Incurred: February 1, 2023	January 31, 2024
Claims Reported: February 1, 2023	July 31, 2024
Claims Submitted: February 1, 2023	July 31, 2024
- This proposal is valid for the stated effective date shown above provided the prospective insured or its authorized representative elects one of the above options by January 31, 2023, by submitting a signed application, which will be provided after your selection is made. Until we obtain the signed application, the rates and factors are subject to change as additional information is received.
- Acceptance of this quote is contingent upon and subject to the actual terms of the policy as issued, which occurs upon binding and premium payment. If there is any conflict between this quote and the policy, the policy will govern in all cases.

Desired Coverage:  Option 1  Option 2

Printed Name: Jeff "Clem" Clemons Title: Chairman Date: 2/23/23

Signature: [Handwritten Signature]



**Catastrophic Inmate Medical Insurance** Administered by Hunt Insurance Group

2075 Center Pointe Blvd, Ste. 101, Tallahassee, FL 32308 Toll Free: (800) 763-4868 huntbenefits@hunins.com www.inmatemedicalinsurance.com

© 2023 Hunt Insurance Group. The precise coverage afforded is subject to the terms, conditions and exclusions of the actual policies as issued by the insurance company. This document and all its contents are CONFIDENTIAL and PROPRIETARY and cannot be replaced, disclosed or duplicated to any third party without the prior, written consent of Hunt Insurance Group.



February 3, 2023

Dear Ken Walling/ John Bullard,

Thank you for giving ADS Security, LP the opportunity to be your security provider.

Please review the attached document that explains this proposal for your custom security needs in detail. Below is a general summary of your proposal. **The pricing in this proposal is valid for 30 days.**

Adding four doors to access control system

**Site (the protected premises)**

Cullman County Commission  
500 2nd Ave SW  
Cullman, AL 35055  
**Phone:** (256) 507-2479

<b>Totals</b>	<b>Installation</b> <b>\$13,903.41</b>	<b>Monthly</b> <b>\$145.34</b>
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If you have any questions, please do not hesitate to call.

Thank you,

**Kim Trelles**  
**ktrelles@adssecurity.com**

Proposal ID: 195736 • February 3, 2023 • The pricing in this proposal is valid for 30 days.

100 Oxmoor Boulevard • Homewood, Alabama 35209 • PHONE (205) 945-7001 • WEB [adssecurity.com](http://adssecurity.com)

AL LIC 001 050 062 072 094 231 1562 1640 A-0269 A-0273 A-0299 A-0625 A-0820 S-55514 56993 FL LIC EF20001268 1782-0001-2008 GA LIC LVJ406710 LVA205166 LVA206076 LVA206037 IL LIC 127001654 MS LIC 15008579 15005720 NC LIC 2554-CSA SP,FA/LV,30986 SC LIC BAC.5181 FAC.3221 BAC.13626 FAC.13633 BAC.13696 FAC.13663 BAC.13780 FAC.13733 BAC.13777 FAC.13731 TN LIC 183 283 293 1951



**Existing System #2**

	<b>Qty.</b>
<b>Parts</b>	
18/2 Plenum 500' (ad hoc)	2.00
18/2 Plenum 500' Wire	
18/4 Plenum 500' (ad hoc)	1.00
18/4 Plenum 500' Wire	
18/6 Plenum 500' Wire (ad hoc)	1.00
18/6 Plenum 500' Wire	
<b>Access Control Accessory</b>	<b>1.00</b>
909MO ROCKER SWITCH X WHITE	
<b>Access Control Accessory</b>	<b>4.00</b>
Contactless Mullion-Mount Smartcard Reader	
<b>Access Control Module</b>	<b>4.00</b>
Access Control Module: Single Door Access Control Module (will need a Wiegand reader to work)	
<b>Battery</b>	<b>2.00</b>
12V 7AH Battery	
<b>Power Supply for Access Control</b>	<b>1.00</b>
4A PWR SPLY/CHGR LRG CAB &XFMR	
<b>Program Demo (ad hoc)</b>	<b>1.00</b>
Program demo tie into fire alarm	
<b>Strike Lock</b>	<b>4.00</b>
S6504/14/08 3/4" 32D	
<b>XXXXXXXXXX (ad hoc)</b>	<b>4.00</b>
Paddleworks xxxxxxxxx	
<b>XXXXXXXXXX (ad hoc)</b>	<b>1.50</b>
XXXXXXXXXXXXXXXXXXXX	
<b>Monitoring Services</b>	
<b>ADS SecureDoor</b>	
Basic managed controlled access.	
<b>Service Plans</b>	
<b>Service Agreement [Rate Indeterminate]</b>	
Covers normal repair costs (material and labor). Excludes batteries, CO detectors older than 5 years from date of manufacture...	

Proposal ID 195736 • February 3, 2023 • The pricing in this proposal is valid for 30 days.

**100 Oxmoor Boulevard • Homewood, Alabama 35209 • PHONE (205) 945-7001 • WEB adssecurity.com**

AL LIC 001 050 062 072 094 231 1562 1640 A-0299 A-0273 A-0298 A-0825 A-0820 S-55514 56983 FL LIC EF20001268 1782-0001-2008 GA LIC LVU406710 LVA205168 LVA206075 LVA206037 IL LIC 127001654 MS LIC 15006579 15006720 NC LIC 2554-CSA SP.FA/LV.30986 SC LIC BAC.5181 FAC.3221 BAC.13626 FAC.13633 BAC.13696 FAC.13663 BAC.13780 FAC.13733 BAC.13777 FAC.13751 TN LIC 183 283 293 1951



**Financial Summary**  
**Cullman County Commission**

	<b>Installation</b>	<b>Monthly</b>
<b>Existing System #1</b>		
<b>Existing System #2</b>		
<b>Proposal Totals</b>	<b>\$13,903.41</b>	<b>\$145.34</b>

Proposal ID: 195736 • February 3, 2023 • The pricing in this proposal is valid for 30 days.

**100 Oxmoor Boulevard • Homewood, Alabama 35209 • PHONE (205) 945-7001 • WEB [adssecurity.com](http://adssecurity.com)**

AL LIC 001 050 062 072 094 231 1562 1640 A-0269 A-0273 A-0299 A-0625 A-0820 S-55514 56993 FL LIC EF20001268 1782-0001-2008 GA LIC LVL406710 LVA205166 LVA206076 LVA206037 IL LIC 127001654 MS LIC 15008579 15005720 NC LIC 2554-CSA SP,FA/LV.30986 SC LIC BAC.5181 FAC.3221 BAC.13626 FAC.13633 BAC.13696 FAC.13663 BAC.13780 FAC.13733 BAC.13777 FAC.13731 TN LIC 183 283 293 1951

# Cullman County Commission

Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 1/11/2023

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: x Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction x Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: na Property Decal #: \_\_\_\_\_

Serial # or VIN: na Tag # \_\_\_\_\_

Description: 151 Miscellaneous obsolete automotive filters

Reason for disposal: No longer needed

Department: Garage

Department Head Signature: Joey Smith

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_





# Cullman County Commission

Cullman, Alabama

**Upon completion, submit this form to Marie Livingston in the Commission Office**

Date: 2/14/2023

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: x Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction x Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: 97 Property Decal #: 1748

Serial # or VIN: 1FVHG58SOEHFJ0570 Tag # 53545CO

Description: 20132 FREIGHTLINER 108SD

Reason for disposal: Non economical to repair

Department: ROAD

Department Head Signature: BRYAN CHEATWOOD

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_

# Cullman County Commission

Cullman, Alabama

**Upon completion, submit this form to Marie Livingston in the Commission Office**

Date: 2/14/2023

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: x Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction x Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: 33 Property Decal #: 1603

Serial # or VIN: JALE5W16597300150 Tag # 53545CO

Description: 2009 ISUZU NPRHD

Reason for disposal: Non economical to repair

Department: ROAD

Department Head Signature: BRYAN CHEATWOOD

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_

# Cullman County Commission

Cullman, Alabama

**Upon completion, submit this form to Marie Livingston in the Commission Office**

Date: 2/14/2023

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: x Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction x Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: 80 Property Decal #: 883

Serial # or VIN: 1FDJF37H9SEA Tag # 33652CO

Description: 1995 FORD F350

Reason for disposal: Non economical to repair

Department: ROAD

Department Head Signature: BRYAN CHEATWOOD

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_



# Cullman County Commission

Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 2/14/2023

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: x Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction x Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: na Property Decal #: \_\_\_\_\_

Serial # or VIN: S2330 Tag # 45749CO

Description: ETNYRE ASPHALT DISTRIBUTOR

Reason for disposal: Non economical to repair

Department: ROAD

Department Head Signature: BRYAN CHEATWOOD

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_

# Cullman County Commission

Cullman, Alabama

**Upon completion, submit this form to Marie Livingston in the Commission Office**

Date: 2/14/2023

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: x Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction x Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: na Property Decal #: \_\_\_\_\_

Serial # or VIN: S3421 Tag # \_\_\_\_\_

Description: ETNYRE ASPHALT DISTRIBUTOR

Reason for disposal: Non economical to repair

Department: ROAD

Department Head Signature: BRYAN CHEATWOOD

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_

# Cullman County Commission

Cullman, Alabama

**Upon completion, submit this form to Marie Livingston in the Commission Office**

Date: 2/14/2023

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: x Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction x Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: na Property Decal #: \_\_\_\_\_

Serial # or VIN: NA Tag # \_\_\_\_\_

Description: 2005 DUALY TRUCK BED WITH BUMPER

Reason for disposal: Non economical to repair

Department: ROAD

Department Head Signature: BRYAN CHEATWOOD

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_



# Cullman County Commission

Cullman, Alabama

**Upon completion, submit this form to Marie Livingston in the Commission Office**

Date: 2/14/2023

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: x Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction x Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: 710 Property Decal #: \_\_\_\_\_

Serial # or VIN: 548801 Tag # \_\_\_\_\_

Description: CASE FORKLIFT

Reason for disposal: UNECONOMICAL TO REPAIR

Department: ROAD

Department Head Signature: BRYAN CHEATWOOD

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_

# Cullman County Commission

Cullman, Alabama

**Upon completion, submit this form to Marie Livingston in the Commission Office**

Date: 2/14/2023

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: x Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction x Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: M1083P Property Decal #: \_\_\_\_\_

Serial # or VIN: BT4999BCBF Tag # \_\_\_\_\_

Description: 1997 Stewart stevenson m1083

Reason for disposal: UNECONOMICAL TO REPAIR

Department: ROAD

Department Head Signature: BRYAN CHEATWOOD

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_

# Cullman County Commission

Cullman, Alabama

**Upon completion, submit this form to Marie Livingston in the Commission Office**

Date: 2/14/2023

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: x Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction x Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: 912 Property Decal #: 1926

Serial # or VIN: OT58166710250 Tag # \_\_\_\_\_

Description: 1979 AM GENERAL 8X6 MILITARY TRUCK M917

Reason for disposal: UNECONOMICAL TO REPAIR

Department: ROAD

Department Head Signature: BRYAN CHEATWOOD

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_





# Cullman County Commission

Cullman, Alabama

**Upon completion, submit this form to Marie Livingston in the Commission Office**

Date: 2/14/2023

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: x Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction x Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: 911 Property Decal #: 1866

Serial # or VIN: 3HAWNSUT3GL22169 Tag # 51111CO

Description: 2015 INTERNATIONAL 7500 6X4 TANDEM DUMPTRUCK

Reason for disposal: UNECONOMICAL TO REPAIR

Department: ROAD

Department Head Signature: BRYAN CHEATWOOD

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_

# Cullman County Commission

Cullman, Alabama

**Upon completion, submit this form to Marie Livingston in the Commission Office**

Date: 2/14/2023

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: x Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction x Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: \_\_\_\_\_ Property Decal #: \_\_\_\_\_

Serial # or VIN: NA Tag # \_\_\_\_\_

Description: 1 LOT OF MISCELANEOUS FILTERS (144 BOXES)

Reason for disposal: OBSOLETE

Department: ROAD

Department Head Signature: BRYAN CHEATWOOD

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_

Cullman County Commission  
Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 1-30-23

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus:  Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction  Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: \_\_\_\_\_ Property Decal #: \_\_\_\_\_

Serial # or VIN: 826-376C Tag # \_\_\_\_\_

Description: 7' ft landpride bushhog

Reason for disposal: We got a bigger one

Department: DHV Park - right wing

Department Head Signature: Doug Davenport

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_



Cullman County Commission  
Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 1-30-23

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: X Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction X Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: \_\_\_\_\_ Property Decal #: \_\_\_\_\_

Serial # or VIN: G059205 Tag # \_\_\_\_\_

Description: 8ft/10-way blade attachment for skid-steer

Reason for disposal: Non-use

Department: OHV Park - Ryh. Ryh.

Department Head Signature: Doug Davenport

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_

# Cullman County Commission

Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 1-30-23

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: X Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction X Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: \_\_\_\_\_ Property Decal #: \_\_\_\_\_

Serial # or VIN: 1GTEC14V6Y2300724 Tag # 45645 CO

Description: white, single cab GMC Sierra  
2000 model

Reason for disposal: Barely Runs

Department: OHV Park - sign

Department Head Signature: Doug Davenport

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_

Cullman County Commission  
Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 1-30-23

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus:  Transfer to other County Entity:

Type of Disposal: Auction  Scrap  Sealed Bid   
Other: \_\_\_\_\_

Asset #: \_\_\_\_\_ Property Decal #: 0000001500

Serial # or VIN: 1HTCF25700HA182C3 Tag # 45749 CO

Description: Green Tandem Axle Dump Truck

Reason for disposal: Doesn't run + we got a different dump truck

Department: 614V Park - *[Signature]*

Department Head Signature: *Doug Davenport*

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_

# Cullman County Commission

Cullman, Alabama

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Type of Disposal: Auction x Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: na Property Decal #: \_\_\_\_\_

Serial # or VIN: 1FDKE30F55HA54734 Tag # \_\_\_\_\_

Description: 1995 FORD <sup>E</sup> 350 VAN

Reason for disposal: Non economical to repair

Department: CARTS

Department Head Signature: JOYCE ECHOLS

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_

# Cullman County Commission

Cullman, Alabama

**Upon completion, submit this form to Marie Livingston in the Commission Office**

Date: 2/14/2023

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Declare Surplus: x Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction x Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: na Property Decal #: \_\_\_\_\_

Serial # or VIN: 1FDXE45P57DA32096 Tag # \_\_\_\_\_

Description: 2007 FORD E350 VAN

Reason for disposal: Non economical to repair

Department: CARTS

Department Head Signature: JOYCE ECHOLS

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_



# FY 2022 County Rebuild Alabama Annual Report

## Cullman County



Map Index	Project No.	Road Name/Number	Begin			End			Project Details			Description of Work	Amount of Rebuild Alabama Funding Expended in Current Fiscal Year	Method in Which Rebuild Funds Were Utilized			Original CTP (Yes or No)	CRAF or FAEF	CRAF Amount (220)	FAEF Amount (221)				
			Lat.	Long.		Lat.	Long.		Road Improvement	Bridge Improvement	Project Length (miles)			Amount Expended Utilizing Competitive Bid	Amount Expended Utilizing Public Works	Amount Expended (exempt) from Competitive and/or Public Works					Percent Complete			
												Beginning Balance					\$154,430.47		(\$177,161.34)					
												Annual Revenue Received by County					\$1,831,199.72		\$430,624.32					
												Rebuild Funds Received from Municipalities through MOUs					\$0.00		\$0.00					
	CCP 22-15-22	CR 18	33.9447	-87.0293	33.8895	-87.0809		X			5.36	FDR, Resurfacing and Traffic Striping from AL Hwy 91 to Weaker Co. Line	\$806,373.59	\$7,999.91	\$598,373.67		66.0%	CRAF	\$606,373.58					
	CCP 22-16-22	CR 783	34.1165	-86.6342	34.1362	-86.6441		X			1.52	Resurfacing and Traffic Striping from Blount Co. Line to AL Hwy 91	\$301,620.82	22,463.50	\$279,157.12		100.0%	CRAF	\$301,620.82					
	CCP 22-17-22	CR 222	34.1154	-87.0108	34.0936	-86.9477		X			4.32	Resurfacing and Traffic Striping from CR 831 to CR 813	\$5,255.00	\$5,255.00			0.1%	FAEF/CRAF	\$5,255.00					
	CCP 22-18-22	CR 702	34.1327	-86.7961	34.1476	-86.8071		X			1.28	Resurfacing and Traffic Striping from CR 715 to CR 702	\$0.00				0.0%	CRAF	\$0.00					
	CCP 22-19-22	CR 715	34.1330	-86.8126	34.1327	-86.7961		X			0.47	Resurfacing and Traffic Striping from 3rd Ave to CR 702	\$7,196.00	\$7,196.00			0.1%	CRAF	\$7,196.00					
	CCP 22-13-20	CR 4 & 6	33.8663	-86.9807	33.8869	-86.9658		X			2.43	FDR, Resurfacing and Traffic Striping from ECOM Highway to AL Hwy 91	\$175,645.22	\$71,746.56	\$103,898.66		85.0%	RA	\$175,645.22					
	CCP 22-22-22	CR 1823	34.2622	-86.5139	34.2624	-86.5142		X			0.04	Construction of New Bridge over Tab Creek	\$104,480.00	\$104,480.00			100.0%	RA	\$104,480.00					
	CCP 22-23-22	CR 1834	34.2845	-86.5169	34.2848	-86.5173		X			0.04	Construction of New Bridge over Riley Creek	\$63,234.00	\$63,234.00			90.0%	RA	\$63,234.00					
	CCP 22-24-22	CR 832	34.1393	-86.9625	32.1395	-86.9623		X			0.03	Construction of New Bridge over Rock Creek	\$59,968.00	\$59,968.00			0.0%	RA	\$59,968.00					
	CCP 22-25-22	CR 1763	34.2771	-86.5190	34.2773	-86.5185		X			0.04	Construction of New Bridge over Tab Creek	\$46,768.00	\$46,768.00			0.0%	RA	\$46,768.00					
	CCP 22-07-20	CR 1545	34.1687	-86.7815	34.2879	-86.7628		X			3.28	Resurfacing and Traffic Striping from AL Hwy 89 to CR 1422	\$15,150.63	\$15,150.63			100.0%	CRAF	\$15,150.63					
	CCP 22-08-20	CR 1212	34.3092	-86.9966	34.2762	-86.9293		X			5.03	Resurfacing and Traffic Striping from AL Hwy 157 to CR 1223	\$19,411.59	\$19,411.59			100.0%	CRAF	\$19,411.59					
												Total Rebuild Funds Expended this Fiscal Year	\$1,370,541.42	\$423,674.19	\$981,429.45			\$981,429.45	\$253,462.98					
											25.69	Total Miles Addressed this Fiscal Year (Total Mileage Does Not Include Bridge Projects)												
												Percent of Rebuild Funds Expended in Compliance with Section 11f on the Rebuild Alabama Act												64%

Remarks: Rebuild AL grant received for \$250,000 for Project CCP 22-13-20, Rebuild AL grant received for \$250,000 for Projects CCP 22-22-22, CCP 22-23-22, CCP 22-24-22 and CCP 22-25-22  
 Project CCP 22-07-20 and CCP 22-08-20 carried over from FY 2021  
 Public Works Projects are covered under Bid Inquiry 1380 (Whitaker) 1388 (Chilton)  
 Competitive Bids are covered by Bid Inquiry 1417 (Cheek) 1418 (Bear) 1410 (Ergon) 1411 (Watt) 1402 (Vulcan)

**BRYAN  
CHEATWOOD**  
County Engineer

bhcatwood@co.cullman.al.us



**JON BRUNNER**  
Assistant Engineer

jbnmncr@co.cullman.al.us

## **Cullman County Engineering Department**

2883 Highway 69 North - Cullman, AL 35058

Phone: 256-796-1336    Fax: 256-796-7039

February 1, 2023

**Proposed considerations for upcoming Commission meeting on February 23<sup>rd</sup>, 2023.**

- Proposed plat Fair Harbor Subdivision. A major subdivision containing 7 Lots located off County Road 102.

**BRYAN  
CHEATWOOD**  
County Engineer

bhcatwood@co.cullman.al.us



**JON BRUNNER**  
Assistant Engineer

jbnmncr@co.cullman.al.us

## **Cullman County Engineering Department**

2883 Highway 69 North - Cullman, AL 35058

Phone: 256-796-1336    Fax: 256-796-7039

February 1, 2023

### **Proposed considerations for upcoming Commission meeting on February 23<sup>rd</sup>, 2023.**

- Proposed plat COBO Subdivision. A minor subdivision containing 6 Lots located off County Road 337.



**BRYAN  
CHEATWOOD**  
County Engineer

bhcatwood@co.cullman.al.us



**JON BRUNNER**  
Assistant Engineer

jbnmcr@co.cullman.al.us

## **Cullman County Engineering Department**

2883 Highway 69 North - Cullman, AL 35058

Phone: 256-796-1336 Fax: 256-796-7039

February 7, 2023

### **Proposed considerations for upcoming Commission meeting on February 23, 2023.**

- Proposed plat Amelia Acres Subdivision. A minor subdivision containing 11 Lots located off County Road 1338 and County Road 1435

**BRYAN  
CHEATWOOD**  
County Engineer

bchcatwood@co.cullman.al.us



**JON BRUNNER**  
Assistant Engineer

jbnmncr@co.cullman.al.us

## **Cullman County Engineering Department**

2883 Highway 69 North - Cullman, AL 35058

Phone: 256-796-1336      Fax: 256-796-7039

February 6, 2023

**Proposed considerations for upcoming Commission meeting on February 23<sup>rd</sup>, 2023.**

- Proposed plat Archer's Point Subdivision. A Major subdivision containing 19 Lots located off County Road 2015.

**WARNING!!!** No errors will be corrected after Bids are opened. No price shall include State or Federal Excise Taxes. Tax exempt certificates furnished upon request.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed priced or to refrain from bidding or otherwise.

**THIS BID MUST BE NOTARIZED**

Sworn to and subscribed before me

This the 10<sup>th</sup> day of February, 2023

Brandy C. Martin  
Notary Public



Firm: Wiregrass Construction Company, Inc.

By: [Signature]

Street Address: 110 Office Park Drive, Suite 300

City: Birmingham, AL 35223

Terms: AS PER CONTRACT

Date: 2/10/2023

Telephone No: 256-736-4059

IMPORTANT: Any attachment hereto is made and becomes a part of this inquiry and must be signed by Bidder.

STATE OF ALABAMA  
CULLMAN COUNTY, CULLMAN, ALABAMA  
CULLMAN COUNTY COMMISSION

Bid No. 1426

Gentleman:

Gentleman:

The Cullman County Commission will be receiving sealed bids until 2:00 p.m., Thursday, February 16, 2023, at the Cullman County Courthouse located at 500 2<sup>nd</sup> Ave. SW, Room 105, Cullman, Alabama. At this time sealed bids will be publicly opened and read aloud for furnishing the items below:  
f. o. b. points shown:

**ALL BIDS SHOULD BE CLEARLY MARKED WITH THE BID NUMBER ON THE OUTSIDE OF THE BID PACKAGE. ALL BIDS SHOULD BE MAILED TO:**

CULLMAN COUNTY COMMISSION  
500 SECOND AVE SW, ROOM 105  
CULLMAN, AL 35055

**SHOULDER MATERIAL (INSTALLED)**

Cullman County desires bids for performing surface treatments to various roads in Cullman County, Alabama. Work may include projects funded by REBUILD ALABAMA and FEDERAL AID EXCHANGE FUNDS. The bidder shall include all necessary labor, equipment, and materials required to clean roadways, prepare roadways, haul, and spread material in place. All materials shall meet the current and standard specifications and special provision for the specified surface treatment provided by the Alabama Department of Transportation. Bidders shall supply haul tickets and appropriate BMT's for aggregate and liquid asphalt.

1. **MATERIAL FROM A COMMERCIAL PIT** Price per Ton to place and compact a Shoulder Material on an existing county right of way at specified width to satisfaction of County Engineer. Price to include all materials, labor, and equipment required to place and compact material along edge of pavement at width specified in a work order in compliance with the applicable section of the ALDOT specifications or Special Provision as approved by the County Engineer. Contractor shall be responsible for meeting all Federal, State, and Local regulation for borrow pits. Materials from borrow pits must be approved by the County Engineer prior to work being performed.

<u>PAY ITEM</u>	<u>\$/TON</u>
A. 430B029 Aggregate Surfacing (ALDOT #410 Or #810)	<u>\$69 MIN 400 TONS PER DAY</u>
B. 430B040 Aggregate Surfacing (Crushed Aggregate Base, Type B)	<u>\$69 MIN 400 TONS PER DAY</u>
C. 430B042 Aggregate Surfacing (Crushed Aggregate Base, Type A)	<u>\$69 MIN 400 TONS PER DAY</u>
D. 430B043 Aggregate Surfacing (1" Down, Crusher Run)	<u>\$69 MIN 400 TONS PER DAY</u>
E. 430B-047 Aggregate Surfacing (3/4" Down, Crusher Run)	<u>\$69 MIN 400 TONS PER DAY</u>
F. 430B048 Aggregate Surfacing (1-3/4" Down, Crusher Run)	<u>\$69 MIN 400 TONS PER DAY</u>

2. **MATERIAL FROM LOCAL BORROW PIT Price per Loose Trucked Measure to place and compact a Shoulder Material on an existing county right of way at specified width to satisfaction of County Engineer. Price to include all materials, labor, and equipment required to place and compact material along edge of pavement at width specified in a work order in compliance with the applicable section of the ALDOT specifications or Special Provision as approved by the County Engineer. Contractor shall be responsible for meeting all Federal, State, and Local regulation for borrow pits. Materials from borrow pits must be approved by the County Engineer prior to work being performed.**

**PAY ITEM\$/TON**

**NO BID**

**A. Unclassified Borrow from Local Site (\$/Loose Truckbed Meas.)**

The contractor shall be responsible for all Traffic Control and Construction signs as per the MUTCD and ALDOT requirements. Traffic control is being bid as part of this bid inquiry and shall be the responsibility of the contractor. The County reserves the right to review the contractor's traffic control plan and require work to cease if the plans is not adequately handling traffic. The contractor is responsible for traffic control and any issues that arise due to the contractors ability to handle traffic during construction.

Contractor shall begin work within fourteen (14) days of written notice by the County Engineer, unless a time extension is given by the County Engineer. Contractor shall give Cullman County forty-eight (48) hour notice prior to work beginning. Time to complete work shall be designated by the County Engineer. Failure to complete work within designated time allotted may result in the forfeiture of the performance bond. Notice shall be given during the normal hours of operation of the Cullman County Road Department.

The successful bidder shall provide to the County, within fourteen (14) days of the bid award, a performance bond in the amount of \$10,000. Failure to provide this bond within the specified time may result in the County determining the successful bidder failed to perform under this bid. All bidders shall include in their bid package a copy of their companies **W-9 and the MOU portion of their company's E-verify document.**

In addition to this initial performance bond, any time that the County issues a purchase order for work exceeding \$50,000 in value, successful bidder shall provide to the County a performance bond equal in value to the issued purchase order. The successful bidder shall provide this stated performance bond within fourteen (14) days of issuance of the purchase order by the County.

The successful bidder along with their Performance Bond provide a Payment Bond in the amount of \$50,000.00

The successful bidder shall also be required to meet all post construction advertising requirements under Alabama Code Title 39. Notice of completion shall be given for each proceed order by advertising four consecutive weeks in a newspaper of general circulation published within Cullman County.

Upon completion and acceptance of all work required, per Proceed Order, the contractor will be paid upon presentation of the following:

- a. A properly executed and duly certified voucher for payment.
- b. A release of all claims and claims of liens against the awarding authority arising by virtue of the contract.
- c. Proof of advertisement of project completion.

Payment will be made within 35 days after all of the above requirements are met. Partial Payment for proceed orders will be provided under this contract. Retainage shall be withheld on each Proceed Order as provided under Code of Alabama Section 39-2-12.

Signature on bid must be in ink. Bids made out in pencil will NOT be accepted. Bid must be NOTARIZED. County reserves the right to accept or reject all Bids or any portion thereof.

ALL INQUIRES CONCERNING THESE SPECIFICATIONS SHOULD BE DIRECTED TO:  
CULLMAN COUNTY ENGINEER  
2883 HWY 69 NORTH  
CULLMAN, AL. 35058  
(256)-796-1336

**WARNING!!!** No errors will be corrected after Bids are opened. No price shall include State or Federal Excise Taxes. Tax exempt certificates furnished upon request.

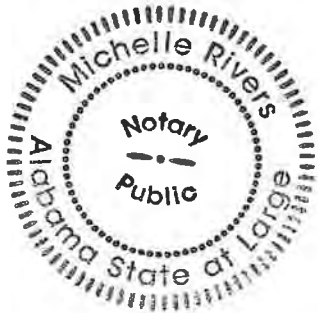
I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed priced or to refrain from bidding or otherwise.

**THIS BID MUST BE NOTARIZED.**

Sworn to and subscribed before me  
This the 16<sup>th</sup> day of Feb, 2023  
Michelle Rivers  
Notary Public  
MCB: 7-14-2025

Firm: Wheeler Contracting LLC  
By: Ray Wheeler  
Street Address: 4501 Co. Rd. 41  
City: Atley AL 35541  
Terms: \_\_\_\_\_  
Date: 2/16/23  
Telephone No: 205-282-1077

**IMPORTANT:** Any attachment hereto is made and becomes a part of this inquiry and must be signed by Bidder.



STATE OF ALABAMA  
 CULLMAN COUNTY, CULLMAN, ALABAMA  
 CULLMAN COUNTY COMMISSION

Bid No. 1426

Gentleman:

Gentleman:

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 CULLMAN, AL 35055

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1. **MATERIAL FROM A COMMERCIAL PIT** Price per Ton to place and compact a Shoulder Material on an existing county right of way at specified width to satisfaction of County Engineer. Price to include all materials, labor, and equipment required to place and compact material along edge of pavement at width specified in a work order in compliance with the applicable section of the ALDOT specifications or Special Provision as approved by the County Engineer. Contractor shall be responsible for meeting all Federal, State, and Local regulation for borrow pits. Materials from borrow pits must be approved by the County Engineer prior to work being performed.

<u>PAY ITEM</u>	<u>\$/TON</u>
A. 430B029 Aggregate Surfacing (ALDOT #410 Or #810)	_____
B. 430B040 Aggregate Surfacing (Crushed Aggregate Base, Type B)	_____
C. 430B042 Aggregate Surfacing (Crushed Aggregate Base, Type A)	_____
D. 430B043 Aggregate Surfacing (1" Down, Crusher Run)	\$ 69. <sup>00</sup> _____
E. 430B-047 Aggregate Surfacing (3/4" Down, Crusher Run)	\$ 69. <sup>00</sup> _____
F. 430B048 Aggregate Surfacing (1-3/4" Down, Crusher Run)	\$ 69. <sup>00</sup> _____

2. **MATERIAL FROM LOCAL BORROW PIT** Price per Loose Trucked Measure to place and compact a Shoulder Material on an existing county right of way at specified width to satisfaction of County Engineer. Price to include all materials, labor, and equipment required to place and compact material along edge of pavement at width specified in a work order in compliance with the applicable section of the ALDOT specifications or Special Provision as approved by the County Engineer. Contractor shall be responsible for meeting all Federal, State, and Local regulation for borrow pits. Materials from borrow pits must be approved by the County Engineer prior to work being performed.

**PAY ITEM\$/TON**

**A. Unclassified Borrow from Local Site (\$/Loose Truckbed Meas.)**

TRIAxLE DUMP  
\$ 300<sup>00</sup> PER LOAD

The contractor shall be responsible for all Traffic Control and Construction signs as per the MUTCD and ALDOT requirements. Traffic control is being bid as part of this bid inquiry and shall be the responsibility of the contractor. The County reserves the right to review the contractor's traffic control plan and require work to cease if the plans is not adequately handling traffic. The contractor is responsible for traffic control and any issues that arise due to the contractors ability to handle traffic during construction.

Contractor shall begin work within fourteen (14) days of written notice by the County Engineer, unless a time extension is given by the County Engineer. Contractor shall give Cullman County forty-eight (48) hour notice prior to work beginning. Time to complete work shall be designated by the County Engineer. Failure to complete work within designated time allotted may result in the forfeiture of the performance bond. Notice shall be given during the normal hours of operation of the Cullman County Road Department.

The successful bidder shall provide to the County, within fourteen (14) days of the bid award, a performance bond in the amount of \$10,000. Failure to provide this bond within the specified time may result in the County determining the successful bidder failed to perform under this bid. All bidders shall include in their bid package a copy of their companies **W-9 and the MOU portion of their company's E-verify document.**

In addition to this initial performance bond, any time that the County issues a purchase order for work exceeding \$50,000 in value, successful bidder shall provide to the County a performance bond equal in value to the issued purchase order. The successful bidder shall provide this stated performance bond within fourteen (14) days of issuance of the purchase order by the County.

The successful bidder along with their Performance Bond provide a Payment Bond in the amount of \$50,000.00

The successful bidder shall also be required to meet all post construction advertising requirements under Alabama Code Title 39. Notice of completion shall be given for each proceed order by advertising four consecutive weeks in a newspaper of general circulation published within Cullman County.

Upon completion and acceptance of all work required, per Proceed Order, the contractor will be paid upon presentation of the following:

- a. A properly executed and duly certified voucher for payment.
- b. A release of all claims and claims of liens against the awarding authority arising by virtue of the contract.
- c. Proof of advertisement of project completion.

Payment will be made within 35 days after all of the above requirements are met. Partial Payment for proceed orders will be provided under this contract. Retainage shall be withheld on each Proceed Order as provided under Code of Alabama Section 39-2-12.

Signature on bid must be in ink. Bids made out in pencil will NOT be accepted. Bid must be NOTARIZED. County reserves the right to accept or reject all Bids or any portion thereof.

ALL INQUIRES CONCERNING THESE SPECIFICATIONS SHOULD BE DIRECTED TO:  
CULLMAN COUNTY ENGINEER  
2883 HWY 69 NORTH  
CULLMAN, AL. 35058  
(256)-796-1336



**BRYANT ENTERPRISES**

881 Co. Rd. 622 Hanceville, Al. 3077

Phone 256-347-8992

**Customer Name** – Direct to Shaw E. Baily

**Address:** Cullman County Commission Room 105 – Cullman County Court House

**Phone:** 256-775-1942

**Job Description:** Paint all interior walls and trim in main (office) and dorms. NO ceilings.

**Amount:** \$16,500 – LABOR ONLY

**Down Payment** \_\_\_\_\_

**Balance Due** \_\_\_\_\_

 2-21-23  
\_\_\_\_\_  
Paul Bryant

\_\_\_\_\_  
**Customer**

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Tuesday, February 21, 2023, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for Painting (**Labor Only**) for the Cullman County Property located at 310 3<sup>rd</sup> Ave. NE, Cullman, AL 35055. At this time sealed bids will be publicly opened and read aloud.

The Cullman County Commission reserves the right to reject any and/or all bids and to waive any formalities in the bidding.

All bids must comply with State of Alabama bid requirements, including applicable bonds (bid bond 5% of bid, not to exceed \$10,000.00).

Any questions regarding this bid should be directed to Shane Bailey, Facilities & Equipment Manager at (256) 775-4925, or sbailey@co.cullman.al.us.

Proposals must be clearly marked with the bid number on the exterior of the sealed envelope.

**BID PRICE for Labor on Painting: \$** \_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Phone/Fax

\_\_\_\_\_  
Representative

**EXHIBIT K**  
**Subdivision and Special District Settlement Participation Form**

Governmental Entity: Cullman County Commission	State: AL
Authorized Official: Chairman Clemons	
Address 1: 500 2 <sup>nd</sup> Ave SW, Room 105	
Address 2:	
City, State, Zip: Cullman AL 35055	
Phone: (256) 775-4878	
Email: johnston@co.cullman.al.us	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at [link to national settlement website page to be provided].
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

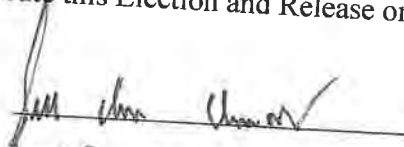
**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature:



Name:

Jeff "Clem" Clemons

Title:

Chairman

Date:

2/23/23

**EXHIBIT B**  
**Settlement Participation Form**

Governmental Entity: Cullman County Commission	State: AL
Authorized Official: Chairman Clemens	
Address 1: 500 2nd Ave SW, Room 105	
Address 2:	
City, State, Zip: Cullman AL 35055	
Phone: (256) 775-4878	
Email: ejohnston@co.cullman.al.us	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 2, 2022 ("the Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision or Participating Special District as provided therein.
2. The Governmental Entity shall, within 30 days of the execution of this Settlement Participation Form, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions or Special Districts as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section IV (Release), and along with all

departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to any Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. This Settlement Participation Form shall be deemed effective as of the Effective Date of the Walmart Settlement.
11. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature:

Jeff "Clem" Clemons

Name:

Jeff "Clem" Clemons

Title:

Chairman

Date:

2/23/23



**EXHIBIT K<sup>1</sup>**

**Subdivision Participation and Release Form**

Governmental Entity: Cullman Co. Commission	State: AL
Authorized Official: Chairman Clemons	
Address 1: 500 2nd Ave SW	
Address 2: Room 105	
City, State, Zip: Cullman, AL 35055	
Phone: 256-775-4878	
Email: ejohnston@w.cullman.al.us	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 2, 2022 ("CVS Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role

<sup>1</sup> As of December 8, 2022.

as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.

7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

### Credentialing Criteria and Standards

Initials & Date	Title	Standard
	Complaint Tracking, Reporting & Resolution (not required to submit at this time)	The organization must have and maintain a system to track, report and document resolution of complaints <b><u>to be provided later in process.</u></b>
	Debarment	The Provider must not be on any applicable state or federal debarment list. <a href="http://www.oig.hhs.gov/">http://www.oig.hhs.gov/</a>
	Driver Logs	The organization must have the ability to maintain driver logs for all services provided.
	Driver Training	The organization must have and maintain a driver training program that addresses utilization of safety restraints, non-smoking, safe driving, defensive driving and patient assistance.
	Driver's DMV & Criminal Background Checks	The organization must have and provide evidence of a recent Driver DMV History and National Criminal Background check as required
	Employee Substance Screening	The organization must have and maintain current copies of employee substance screening as required by the State.
	Incident Reporting	The organization must have and maintain a method of reporting incidents inclusive of accident reporting.
	Insurance	The organization must have and provide evidence of adequate insurance as required by the Provider Network Agreement. ACORD format with Access2Care as additional certificate holder.
	Licensure and Compliance	The organization must have and provide copies of all current licenses required by state or federal laws.
	Policies and Procedures (not required to submit at this time)	The organization must have and maintain written policies and procedures in compliance with the Policies and Procedures in the Network Provider Manual <b><u>to be provided later in process.</u></b>
	Vehicle Maintenance	The organization must have a documented vehicle cleaning and preventive maintenance program.

After review and inspection of all applicable documents and records, I attest that \_\_\_\_\_  
has met the above credentialing/requirements. Attached are copies of the required documents.

\_\_\_\_\_  
Client Name

\_\_\_\_\_  
Date

## Driver Requirements

ALL Drivers must meet these criteria to be eligible to perform transports.

1. Must be at least 18 years of age.
2. Have a valid driver's license from the State for the type of vehicle they are driving.
3. Evidence of 5 panel drug testing pre-employment.
4. Have a National criminal background check through the National Crime Information Center (NCIC) prior to employment and annually thereafter (no state background check is required)
5. Cannot be on any state or federal Sex Offender Registry
6. Must not have been convicted of any felony crime and/or misdemeanor related to:
  - a. health care fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct;
  - b. elder abuse/patient abuse in connection with the delivery of a health care item or service;
  - c. unlawful manufacture, distribution, prescription, or dispensing of a controlled substance;
  - d. any felony or misdemeanor conviction for child abuse, elderly abuse, domestic violence, criminal sexual conduct, drugs or weapons.
7. Have not had their license suspended or revoked for moving traffic violations in the previous 5 years.
8. Have no more than 2 chargeable accidents or 2 moving violations in the last 3 years.
9. Must have current certification in:
  - i. Cardiopulmonary Resuscitation (CPR) / First Aid
  - ii. Defensive Driving
10. Are required to participate in a minimum of twelve (12) hours in-service training on related subjects annually such as:
  - i. Handling Blood-borne Pathogens
  - ii. Passenger Assistance – transferring, loading, unloading
  - iii. HIPAA Compliance

Driver files should contain evidence of all the required criteria and are subject to audit and inspection by Access2Care.



A Global Medical Response Solution

### Transportation Provider Contact Sheet

PROVIDER NAME: CARTS - Cullman Area Rural Transportation System

PHYSICAL ADDRESS: 1958 Beech Ave. SW

PHYSICAL CITY: Cullman STATE AL ZIP 35055

EMAIL ADDRESS: jechols@cra.cullman.al.us

DISPATCH CONTACT: Joyce Echols

DISPATCH CONTACT PHONE: 256-734-1246

DISPATCH CONTACT FAX: 256-736-6450

BILLING CONTACT NAME: Joyce Echols

BILLING CONTACT PHONE: 256-734-1246

BILLING CONTACT FAX: 256-736-6450

AFTER HOURS CONTACT NAME: Joyce Echols

AFTER HOURS NUMBER: 256-531-3957







## SUBCONTRACTOR AGREEMENT

**THIS SUBCONTRACTOR AGREEMENT** is made between Access2Care, LLC (“A2C”) and Cullman County Commission DBA CARTS (the “Subcontractor”) set out on the signature page of this Agreement. This Agreement is effective as of the Commencement Date as defined in Schedule “A”.

**WHEREAS**, A2C on occasion needs subcontractors to provide medical transportation, non-medical transportation ambulance, paratransit and wheelchair services to A2C customers in various locations;

**WHEREAS**, A2C manages non-emergency transportation. As such we use subcontractors to provide non-emergency medical transportation for our clients who request such services;

**WHEREAS**, A2C wishes to retain Subcontractor to perform certain tasks in furtherance of this effort as set forth in this Agreement; and

**WHEREAS**, Subcontractor wishes to perform, and is capable of performing such tasks upon request by A2C.

**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Provision of Services.** Subcontractor will provide the transportation services described in Schedule “A” hereto (the “Services”) to Clients or Recipients (collectively referred to as “Recipients”) on the conditions, if any, described in Schedule “A” and in the service area(s) described in Schedule “A” (the “Service Area”), only when and as requested by A2C.
- 2. Compliance with Laws.** The parties will comply in all material respects with all applicable federal and state laws and regulations, including the federal Anti-

kickback statute, and shall submit to the State all documentation necessary for Subcontractor to provide the services more specifically described herein. Subcontractor’s vehicles will conform to applicable state regulations and be duly licensed for the transportation of Recipients. All Subcontractor personnel staffing vehicles that provide the Services will be licensed or certified as required by applicable law.

- 3. Term.** The initial term of this Agreement shall be one (1) year, commencing on the Commencement Date set out in Schedule “A” hereof, and this Agreement shall automatically renew for subsequent one-year periods thereafter, subject to the termination rights herein. The initial term and all renewal periods shall be cumulatively referred to as the “Term”.
- 4. Termination.** Each party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon sixty (60) days written notice to the other party; or (b) upon the material breach of this Agreement by the other party if such breach is not cured within thirty (30) days of written notice thereof to the other party. Notwithstanding the foregoing, A2C may terminate this Agreement immediately upon: (i) the failure of Subcontractor to respond to requests by A2C for the provision of Services to Recipients within the Service Area or (ii) following Subcontractor’s loss or suspension of licensure necessary for the provision of the Services or reduction or loss of Subcontractor’s insurance coverage.
- 5. Scheduling of Services.** A2C shall schedule and request any and all Services to be provided by Subcontractor pursuant to this Agreement. All Services will be scheduled according to the procedures provided for in the Transportation Provider Manual, as modified from time to time by A2C in its sole discretion and attached hereto as Schedule “C” and incorporated herein by this reference.



6. **No Utilization Obligation.** A2C does not guarantee any level of utilization of Subcontractor and A2C is under no obligation to utilize Subcontractor for any Services.
7. **Standards for Services.** Subcontractor represents and warrants that (a) any and all Services shall be provided in accordance with ~~prevailing industry standards of~~ quality and care applicable to the Services provided; (b) any and all Services rendered shall be performed in a good and workmanlike manner; (c) Subcontractor shall comply with all requirements of A2C's Transportation Provider Manual may be modified by A2C from time to time; The parties acknowledge and agree that all references to specific sections of the Transportation Provider Manual are based on the requirements in place at the time of execution of this agreement. In the event a revision to the requirements causes those section references to change, the current and prevailing Transportation Provider Manual shall prevail.
8. **Trip Management.** Subcontractor acknowledges and agrees that they will satisfy all requirements outlined in the Transportation Provider Manual as it relates to the manner in which the services, activities, and tasks are to be performed as well as requirements for pickup and delivery of all participants.
9. **Compensation and Billing.** For any Services performed by Subcontractor pursuant to which A2C has provided Subcontractor with an authorization number, ~~A2C shall pay~~ Subcontractor within twenty-one (21) days of receipt of a "clean" invoice in a format approved by A2C which includes completed and accurate vendor set up for payment processing and additional requirements as ~~defined in~~ Transportation Provider Manual. Subcontractor shall submit its invoice within forty-five (45) days of the date that Services were provided by Subcontractor – failure to submit its invoice within this time period will result in non-payment by A2C to Subcontractor. Subcontractor shall not seek payment from A2C's customer, the Patient or any third-party payor for any such Services. A2C shall reimburse Subcontractor at the rates set forth in Schedule "B" and Subcontractor shall accept the rates in Schedule "B". Provided that A2C has authorized the Subcontractor to bill the Patient, the preceding sentence shall not preclude Subcontractor from billing a Patient for any Patient responsible amounts under the requirements of the Patient's applicable health plan membership agreement, e.g., co-payment, co-insurance or deductible.
10. **Record Retention.** Subcontractor will retain books and records respecting Services rendered to Patients for the greater of ten (10) years or the time periods required under all applicable laws (including the requirements of the Secretary of Health and Human Services ("HHS")) and allow access to such books and records by duly authorized agents of the Secretary of HHS, the Comptroller General and others to the extent required by law.
11. **Compliance with the terms of A2C's contract with the client.** Subcontractor acknowledges and agrees that Subcontractor shall comply with all mandatory terms and conditions of A2C's contract with the client.
12. **Injury to an A2C Passenger.** If an A2C passenger is injured while being transported, Subcontractor shall submit a claim through their insurance first, and through A2C's insurance if Subcontractor's insurance does not cover the costs associated with the incident.
13. **Audit Rights.** Subcontractor shall, within a reasonable amount of time after written notice from A2C provide representatives of A2C or the U.S. Government (as specified in the notice), grant access to all records, documents, fiscal and accounting data, and other information (whether in paper form, microform, electronic media or other form)





that relate to this Agreement, Subcontractor shall comply with all requirements of A2C's Transportation Provider Manual which may be modified by A2C from time to time. This obligation of Subcontractor shall survive for a period of three (3) years following final payment under this Agreement or until such later time as required under applicable law and regulation.

14. **Indemnity.** Each party will indemnify and hold the other party harmless from and against liability claims resulting from or alleged to result from any negligence or willful misconduct of the indemnifying party related to the performance of this Agreement.

Subcontractor is aware and understands that the Services is a potentially dangerous activity and involves the risk of serious injury, disability, death, and/or property damage. Subcontractor is also aware of the contagious nature of bacterial and viral diseases, including COVID-19, (collectively, the "Disease") and the risk that Subcontractor may be exposed to or contract the Disease by being engaging in the Services, which may result in illness, personal injury, psychological injury, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss. Subcontractor acknowledges that these risks may result from or be compounded by the actions, omissions, or negligence of A2C employees or others. Subcontractor understands that A2C cannot guarantee that Subcontractor will not be injured or become infected with the Disease, or other infectious diseases, while engaging in the Services and that engaging in the Services may increase Subcontractor's risk of contracting the Disease. NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE SERVICES WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF ILLNESS, PERSONAL INJURY, PSYCHOLOGICAL INJURY, PAIN,

SUFFERING, DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF A2C OR OTHERWISE.

Subcontractor hereby expressly waives and releases any and all claims, now known or hereafter known, against A2C and its officers, directors, manager(s), employees, agents, affiliates, successors, and assigns (collectively, "Releasees") on account of personal or psychological injury, illness, pain, suffering, disability, death, property damage, or financial loss arising out of or attributable to participating in the Services, whether arising out of the ordinary negligence of A2C or any Releasees or otherwise. Subcontractor covenants not to make or bring any such claim against A2C or any other Releasee, and forever releases and discharges A2C and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that law does not permit to be released by agreement.

15. **Dispute Resolution.** Subcontractor acknowledges and agrees that in the event of a dispute arising out of the relationship between A2C and the Subcontractor and the services provided for herein, Subcontractor shall look solely to A2C to resolve this dispute, and at no time, shall Subcontractor pursue a resolution of any dispute related to this Agreement with either the client or any agency thereof. All disputes involving payment of claims shall be resolved according to the procedure outlined in the Claims Appeals Process in the Transportation Provider Manual. If necessary, a dispute shall be resolved in a court of competent jurisdiction and according to the laws of the State.
16. **Default by A2C.** In the instance of default by A2C, the Agreements and all rights and obligations associated therewith shall pass to the client or its duly appointed agent for the continued provision of the services



more specifically described herein. Subcontractor acknowledges and agrees that in the event the client assumes responsibility for this Agreement, all terms, conditions, and rates established herein shall remain in effect until or unless renegotiated by the client or its agent unless otherwise terminated immediately by the client in its sole discretion.

upon verification of receipt. Notice shall be sent to the following addresses:

**IF TO SUBCONTRACTOR:**

Cullman County Commission DBA .  
CARTS  
1950 Beech Ave SW  
Cullman, AL 35056

**IF TO A2C:**

Director of Contract Oversight  
Access2Care, LLC.  
6363 S. Fiddlers Green Cir, 14<sup>th</sup> Floor  
Greenwood Village, Colorado 80111

With Mandatory Copy to:

Legal Department  
American Medical Response, Inc.  
6363 S. Fiddlers Green Cir, 14<sup>th</sup> Floor  
Greenwood Village, Colorado 80111

**17. Insurance.** Subcontractor currently maintains and will maintain during the Term of this Agreement liability insurance policies for claims that may be made against Subcontractor arising out of the Services under this Agreement. Subcontractor shall maintain comprehensive general and automobile liability coverage with limits no less than \$300,000 per occurrence and \$300,000 annual aggregate and other such coverage as required by the State. Subcontractor shall maintain workers' compensation insurance in the statutory required amounts. Subcontractor shall cause A2C to be added as an additional insured to all such policies. Subcontractor shall provide to A2C upon execution of this Agreement certificates of insurance evidencing coverage. Coverage shall not be changed or modified without at least thirty (30) days prior written notice to A2C. Further, Subcontractor's insurance shall be primary in the event of any claim resulting from Services provided by Subcontractor and shall be exhausted in full prior to any contribution from any other source. Subcontractor shall also be solely responsible for any and all damages or repairs to its owned, leased or contracted vehicles used in providing Services under this Agreement.

**18. Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested,

**19. Confidentiality.** All information with respect to the operations and business of a party (including but not limited to the rates charged hereunder) and any other information considered to be and treated as confidential by that party gained during the negotiation or Term of this Agreement will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for access required by law, regulation and third party reimbursement agreements. The obligations under this section shall not apply to information which (a) at the time of disclosure is in the public domain or, after disclosure, enters the public domain other than by breach of this Agreement; or (b) is already in the possession of the recipient at the time of disclosure and is not acquired from the other Party; or (c) is later received on a non-confidential basis from a third Party having the right to impart such information; or (d) is independently developed by the recipient's employees who did not have access to such



information in connection with this Agreement.

20. **HIPAA Compliance.** Each party shall comply with the privacy and security provisions of the *Health Insurance Portability and Accountability Act of 1996* and the regulations thereunder ("HIPAA"), and with such other requirements of HIPAA that may become effective during the Term. All patient medical records shall be treated as confidential so as to comply with all state and federal laws. The Subcontractor shall report in writing to A2C any use or disclosure of Protected Health Information ("PHI") not provided for or allowed by the SUBCONTRACTOR AGREEMENT immediately upon becoming aware of the same.
21. **CMS Required Contract Provisions-42 CFR 422.** (i) *Privacy and Accuracy of Records:* Providers and suppliers agree to safeguard beneficiary privacy and confidentiality and assure the accuracy of beneficiary health records. 42 C.F.R. 422.504(a)13. (ii) *Hold Harmless for MAs offering SNPs:* For all Medicare Advantage ("MA") organizations with enrollees eligible for both Medicare and Medicaid, such enrollees will not be held liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts, and inform providers of Medicare and Medicaid benefits and rules for enrollees eligible for Medicare and Medicaid. The MA plans may not impose cost sharing that exceeds the amount of cost sharing that would be permitted with respect to the individual under the Title XIX if the individual were not enrolled in such plan. Subcontractor will accept the MA plan payment as payment in full, or bill the appropriate State source.
22. **Relationship.** In the performance of this Agreement, each party shall be, as to the other, an independent contractor, and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other.

Nothing contained within this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. As to either party's employees, nothing contained herein shall be construed in such a manner as to give effect to the notion that either party shall in anyway assume responsibility for the oversight or provision of the other party's employee benefits, including but not limited to the payment of wages, provision of health insurance, or any and all other commonly accepted benefits of employment.

23. **Compliance Program and Code of Conduct.** A2C has made available to the Subcontractor a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at A2C's web site, located at: [www.Access2Care.net](http://www.Access2Care.net), and the Subcontractor acknowledges receipt of such documents. A2C warrants that its personnel shall comply with A2C's compliance policies, including training related to the Anti-kickback Statute.
24. **Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if the Office of Inspector General (OIG) excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.



**25. Vehicle and Personnel Requirements.** Subcontractor acknowledges and agrees that all vehicles and personnel utilized to provide the Services shall comply with the requirements included within the Transportation Provider Manual and any other applicable sections as may be added from time to time by A2C.

**26. Training Requirements.** Subcontractor acknowledges and agrees that all personnel shall be trained and oriented according to the Transportation Provider Manual.

**27. Background Investigation.** Subcontractor warrants and represents that it has performed a national background investigation on employees that provide patient care services or drive vehicles. The investigation report may include but not limited to the following:

- a. Social Security Number Verification
- b. Criminal Search
- c. Employment Verification to include reason for separation and eligibility for re-employment for each employer for 7 years
- d. OIG List of Excluded Individuals/Entities
- e. Sex Offender Registry
- f. GSA List of Parties Excluded from Federal Programs
- g. Department of Motor Vehicle Driving History
- h. State and Local Licensure Verification
- i. Drug Screen

Refer to the Transportation Provider Manual for specific background requirements based on the State where the Subcontractor provides services.

Upon request and from time-to-time, Subcontractor shall provide A2C with a continuing certification.

**28. Referrals.** It is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of Recipients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided. Subcontractor represents and warrants that the rates and pricing that it has accepted do not place it in violation of any federal or state anti-kickback statute.

**29. Other.** During the term of this Agreement and for a period of six (6) months following termination of this Agreement: Subcontractor shall not provide transportation services to any A2C customer that Subcontractor has rendered Services to under this Agreement, either directly or through a network of providers or intermediary other than A2C; or (ii) solicit any such A2C customer to obtain transportation services from Subcontractor either directly or through such other network or intermediary in the Service Area.

**30. Equal Employment Opportunity.** If the provisions of Executive Order 11,246 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 41 C.F.R. part 60-1. If the provisions of Executive Order 13,201 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 29 C.F.R. part 470.

**31. Miscellaneous.** This Agreement (including the Schedules hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or



written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the Services are performed, without regard to the conflict of laws provisions thereof, and the federal laws of

the United States applicable therein; (f) may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; (g) shall not be effective until executed by both parties; (h) will comply with all applicable Medicare laws, regulations and CMS instructions, including 42 CFR Sec. 422.110 if applicable. In the event of a conflict between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

*[Signature Page To Follow]*



IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

Access2Care, LLC

DocuSigned by:  
By: George Sousa  
BA541E9102664F0...

George Sousa  
Regional Director Operations 1

Cullman County Commission dba CARTS  
Signature: Jeff Clem Clemmons  
Print Name: Jeff "Clem" Clemmons  
Print Title: Chairman



**SCHEDULE "A"**

**I. Services:**

**A. Transportation Services**

If checked, Subcontractor shall provide the following transportation services (the "Services"):

- "Advanced Life Support" or "ALS";
  - "Basic Life Support Service" or "BLS";
  - "Specialty/Critical Care Transportation" or "SCT" or "CCT" or Neonatal Transports;
  - "Wheelchair Van" non-Ambulance ground transportation provided for non-ambulatory patients;
  - "Non-Medical Stretcher Van" non-Ambulance ground transportation provided for non-ambulatory patients;
  - "Ambulatory Services" non-Ambulance and non-Wheelchair transportation provided to ambulatory patients; or
  - "Other"
- 

**II. Service Area:**

Services shall be provided in and around AL; Cullman County and in other locations as may be agreed upon by the parties.

**III. Commencement Date**

The Commencement Date referred to in Section 3 of this Agreement shall be: March 13, 2023.

**IV. Scheduling Requirements**

In accordance with Section 5 of the Agreement, different or additional Subcontractor scheduling requirements shall be:

None

**V. Additional Requirements**

Additional Subcontractor administrative and operational requirements shall be:

None



**SCHEDULE "B"  
RATES**

<b>Transportation Services</b>	<b>Rate</b>
Ambulatory (One Way) Includes First 5 Miles	\$15.00
Ambulatory Mileage 6 -999	\$1.60
Wheelchair (One Way) Includes First 5 Miles	\$30.00
Wheelchair Mileage 6-999	\$1.60

**A2C does not pay for "No Shows", "Dry Runs" or "Deadhead" miles.**





**SCHEDULE "C"**

**TRANSPORTATION PROVIDER MANUAL**

**1.0 Transportation Provider Manual**

- 1.1 Transportation Provider agrees to adhere to the requirements outlined in the Transportation Provider Manual Version 2022 AL
- 1.2 Revision to the requirements in the Transportation Provider Manual causes section references to change, the current and prevailing Transportation Provider Manual shall prevail.
- 1.3 Transportation Provider will be notified of the revised Transportation Provider Manual within 30 days of final approval from Access2Care.
- 1.4 Transportation Providers must comply with revised Transportation Provider Manual with 20 days of receipt.

**2.0 Transportation Provider Manual Attestation**

- 2.1 Transportation Provider attests that the Transportation Provider Manual Version 2022 AL was received from Access2Care Network Specialist.
- 2.2 Transportation Provider attests that the Transportation Provider Manual Version 2022 AL STATE was reviewed.

Date Provider Manual Received: 11/15/23

Cullman County Commission dba CARTS  
Signature: [Handwritten Signature]  
Print Name: Jeff "Clem" Clemens  
Print Title: Chairman

Lou Rich Region 1

Louis.rich@gmr.net



Date of Proposal: February 6, 2023  
 Proposed Insured: Cullman County Commission  
 City, State: Cullman, Alabama  
 Facilities Include: Cullman County Detention Center  
 Issuing Company: Sirius America Insurance Company, A.M. Best Rating "A-" Excellent  
 Coverage Type: Limited Health Expense Benefits - provided outside the walls of the facility, or facilities, listed above and as outlined in the Insurance Policy.  
 Policy Form: Blanket Accident Medical  
 Effective Date: February 1, 2023  
 Number of Inmates: 290

Current/Expiring

Specific Coverage:	Option 1	Option 2
Per Inmate Deductible:	\$10,000	\$20,000
Per Inmate Coverage Limit:	\$300,000 (In Excess of Deductible)	\$300,000 (In Excess of Deductible)
Policy Maximum:	\$1,200,000	\$1,000,000
Rate Per Inmate Per Month:	\$31.31	\$21.03
Covered Expenses:	Eligible Medical Services shall accumulate to satisfy the Per Inmate Deductible as outlined below and be reimbursed at the following:	
In-Patient Hospital Services:	Lesser of the Amount Paid or 45% of Eligible Billed Charges	Lesser of the Amount Paid or 45% of Eligible Billed Charges
Outpatient Hospital Services:		
Physician Services:		
Outpatient Diagnostic and Lab Services:		
Ambulance Services:		
Medical Services and Supplies:	Lesser of the Amount Paid or 150% of Medicare	Lesser of the Amount Paid or 150% of Medicare
Dialysis:		
Prescription Drugs:	Limited to those provided and administered during a Hospital Stay	Limited to those provided and administered during a Hospital Stay
Benefits/Exclusions:	Included in Per Inmate Coverage Limit to a Max of \$250k	
Prior-to-Booking/In-Pursuit:	Included in Per Inmate Coverage Limit to a Max of \$250k	Included in Per Inmate Coverage Limit to a Max of \$250k
Security & Guarding:	Excluded	Excluded
Dental:	Excluded	Excluded
HIV/AIDS:	Included	Included
Pregnancy:	Included (Inmate only)	Included (Inmate only)
Specialty Drugs:	Excluded	Excluded
Substance Abuse:	Inpatient Hospitalization charges only; charges incurred at institutions providing specialized treatment, long-term care, or rehabilitation are excluded from coverage	Inpatient Hospitalization charges only; charges incurred at institutions providing specialized treatment, long-term care, or rehabilitation are excluded from coverage
Mental and Nervous Disorders:		
<b>Total Premium:</b>	<b>\$108,958.80</b>	<b>\$73,184.40</b>

**Terms and Conditions**

- This proposal is based on data submitted and other information furnished relevant to underwriting the risk, including all claims or possible claims, paid, pending, or denied pending additional information, or which the prospective insured or authorized representative should otherwise be aware of.
- Any inaccuracy in the data submitted or failure to disclose any such information can change the terms, conditions, rates, or factors of this offer or can void offer and coverage.
- Claim Provisions:
 

From:	To:
Claims Incurred: February 1, 2023	January 31, 2024
Claims Reported: February 1, 2023	July 31, 2024
Claims Submitted: February 1, 2023	July 31, 2024
- This proposal is valid for the stated effective date shown above provided the prospective insured or its authorized representative elects one of the above options by January 31, 2023, by submitting a signed application, which will be provided after your selection is made. Until we obtain the signed application, the rates and factors are subject to change as additional information is received.
- Acceptance of this quote is contingent upon and subject to the actual terms of the policy as issued, which occurs upon binding and premium payment. If there is any conflict between this quote and the policy, the policy will govern in all cases.

Desired Coverage:  Option 1  Option 2

Printed Name: Jeff "Clem" Clemons Title: Chairman Date: 2/23/23

Signature: [Handwritten Signature]



**Catastrophic Inmate Medical Insurance** Administered by Hunt Insurance Group

2075 Center Pointe Blvd, Ste. 101, Tallahassee, FL 32308 Toll Free: (800) 763-4868 huntbenefits@hunins.com www.inmatemedicalinsurance.com

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February 3, 2023

Dear Ken Walling/ John Bullard,

Thank you for giving ADS Security, LP the opportunity to be your security provider.

Please review the attached document that explains this proposal for your custom security needs in detail. Below is a general summary of your proposal. **The pricing in this proposal is valid for 30 days.**

Adding four doors to access control system

**Site (the protected premises)**

Cullman County Commission  
500 2nd Ave SW  
Cullman, AL 35055  
**Phone:** (256) 507-2479

<b>Totals</b>	<b>Installation</b> <b>\$13,903.41</b>	<b>Monthly</b> <b>\$145.34</b>
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If you have any questions, please do not hesitate to call.

Thank you,

**Kim Trelles**  
**ktrelles@adssecurity.com**

Proposal ID: 195736 • February 3, 2023 • The pricing in this proposal is valid for 30 days.

100 Oxmoor Boulevard • Homewood, Alabama 35209 • PHONE (205) 945-7001 • WEB [adssecurity.com](http://adssecurity.com)

AL LIC 001 050 062 072 094 231 1562 1640 A-0269 A-0273 A-0299 A-0625 A-0820 S-55514 56993 FL LIC EF20001268 1782-0001-2008 GA LIC LVJ406710 LVA205166 LVA206076 LVA206037 IL LIC 127001654 MS LIC 15008579 15005720 NC LIC 2554-CSA SP,FA/LV,30986 SC LIC BAC.5181 FAC.3221 BAC.13626 FAC.13633 BAC.13696 FAC.13663 BAC.13780 FAC.13733 BAC.13777 FAC.13731 TN LIC 183 283 293 1951



**Existing System #2**

	<b>Qty.</b>
<b>Parts</b>	
18/2 Plenum 500' (ad hoc)	2.00
18/2 Plenum 500' Wire	
18/4 Plenum 500' (ad hoc)	1.00
18/4 Plenum 500' Wire	
18/6 Plenum 500' Wire (ad hoc)	1.00
18/6 Plenum 500' Wire	
<b>Access Control Accessory</b>	<b>1.00</b>
909MO ROCKER SWITCH X WHITE	
<b>Access Control Accessory</b>	<b>4.00</b>
Contactless Mullion-Mount Smartcard Reader	
<b>Access Control Module</b>	<b>4.00</b>
Access Control Module: Single Door Access Control Module (will need a Wiegand reader to work)	
<b>Battery</b>	<b>2.00</b>
12V 7AH Battery	
<b>Power Supply for Access Control</b>	<b>1.00</b>
4A PWR SPLY/CHGR LRG CAB &XFMR	
<b>Program Demo (ad hoc)</b>	<b>1.00</b>
Program demo tie into fire alarm	
<b>Strike Lock</b>	<b>4.00</b>
S6504/14/08 3/4" 32D	
<b>XXXXXXXXXX (ad hoc)</b>	<b>4.00</b>
Paddleworks xxxxxxxxx	
<b>XXXXXXXXXX (ad hoc)</b>	<b>1.50</b>
XXXXXXXXXXXXXXXXXXXX	
<b>Monitoring Services</b>	
<b>ADS SecureDoor</b>	
Basic managed controlled access.	
<b>Service Plans</b>	
<b>Service Agreement [Rate Indeterminate]</b>	
Covers normal repair costs (material and labor). Excludes batteries, CO detectors older than 5 years from date of manufacture...	

Proposal ID 195736 • February 3, 2023 • The pricing in this proposal is valid for 30 days.

**100 Oxmoor Boulevard • Homewood, Alabama 35209 • PHONE (205) 945-7001 • WEB adssecurity.com**

AL LIC 001 050 062 072 094 231 1562 1640 A-0289 A-0273 A-0298 A-0825 A-0820 S-55514 56983 FL LIC EF20001268 1782-0001-2008 GA LIC LVU406710 LVA205168 LVA206075 LVA206037 IL LIC 127001654 MS LIC 15006579 15006720 NC LIC 2554-CSA SP.FA/LV.30986 SC LIC BAC.5181 FAC.3221 BAC.13626 FAC.13633 BAC.13696 FAC.13663 BAC.13780 FAC.13733 BAC.13777 FAC.13751 TN LIC 183 283 293 1951



**Financial Summary  
Cullman County Commission**

	<b>Installation</b>	<b>Monthly</b>
<b>Existing System #1</b>		
<b>Existing System #2</b>		
<b>Proposal Totals</b>	<b>\$13,903.41</b>	<b>\$145.34</b>

Proposal ID 195736 • February 3, 2023 • The pricing in this proposal is valid for 30 days.

**100 Oxmoor Boulevard • Homewood, Alabama 35209 • PHONE (205) 945-7001 • WEB [adssecurity.com](http://adssecurity.com)**

AL LIC 001 050 062 072 094 231 1562 1640 A-0269 A-0273 A-0299 A-0625 A-0820 S-55514 56993 FL LIC EF20001268 1782-0001-2008 GA LIC LVL406710 LVA205166 LVA206076 LVA206037 IL LIC 127001654 MS LIC 15008579 15005720 NC LIC 2554-CSA SP,FA/LV.30986 SC LIC BAC.5181 FAC.3221 BAC.13626 FAC.13633 BAC.13696 FAC.13663 BAC.13780 FAC.13733 BAC.13777 FAC.13731 TN LIC 183 283 293 1951

# Cullman County Commission

Cullman, Alabama

**Upon completion, submit this form to Marie Livingston in the Commission Office**

Date: 1/11/2023

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: x Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction x Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: na Property Decal #: \_\_\_\_\_

Serial # or VIN: na Tag # \_\_\_\_\_

Description: 151 Miscellaneous obsolete automotive filters

Reason for disposal: No longer needed

Department: Garage

Department Head Signature: Joey Smith

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_

# Cullman County Commission

Cullman, Alabama

**Upon completion, submit this form to Marie Livingston in the Commission Office**

Date: 1/17/2023

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: x Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction x Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: na Property Decal #: \_\_\_\_\_

Serial # or VIN: 3HAWNSUT3GL220169 Tag # \_\_\_\_\_

Description: 2015 International dumptruck Model 7

Reason for disposal: Non economical to repair

Department: Road

Department Head Signature: Bryan Cheatwood

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

---

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_

# Cullman County Commission

Cullman, Alabama

**Upon completion, submit this form to Marie Livingston in the Commission Office**

Date: 2/14/2023

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: x Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction x Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: 97 Property Decal #: 1748

Serial # or VIN: 1FVHG58SOEHFJ0570 Tag # 53545CO

Description: 20132 FREIGHTLINER 108SD

Reason for disposal: Non economical to repair

Department: ROAD

Department Head Signature: BRYAN CHEATWOOD

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_



# Cullman County Commission

Cullman, Alabama

**Upon completion, submit this form to Marie Livingston in the Commission Office**

Date: 2/14/2023

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: x Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction x Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: 33 Property Decal #: 1603

Serial # or VIN: JALE5W16597300150 Tag # 53545CO

Description: 2009 ISUZU NPRHD

Reason for disposal: Non economical to repair

Department: ROAD

Department Head Signature: BRYAN CHEATWOOD

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_

# Cullman County Commission

Cullman, Alabama

**Upon completion, submit this form to Marie Livingston in the Commission Office**

Date: 2/14/2023

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: x Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction x Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: 80 Property Decal #: 883

Serial # or VIN: 1FDJF37H9SEA Tag # 33652CO

Description: 1995 FORD F350

Reason for disposal: Non economical to repair

Department: ROAD

Department Head Signature: BRYAN CHEATWOOD

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_



# Cullman County Commission

Cullman, Alabama

**Upon completion, submit this form to Marie Livingston in the Commission Office**

Date: 2/14/2023

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: x Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction x Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: na Property Decal #: \_\_\_\_\_

Serial # or VIN: S2330 Tag # 45749CO

Description: ETNYRE ASPHALT DISTRIBUTOR

Reason for disposal: Non economical to repair

Department: ROAD

Department Head Signature: BRYAN CHEATWOOD

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_

# Cullman County Commission

Cullman, Alabama

**Upon completion, submit this form to Marie Livingston in the Commission Office**

Date: 2/14/2023

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: x Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction x Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: na Property Decal #: \_\_\_\_\_

Serial # or VIN: S3421 Tag # \_\_\_\_\_

Description: ETNYRE ASPHALT DISTRIBUTOR

Reason for disposal: Non economical to repair

Department: ROAD

Department Head Signature: BRYAN CHEATWOOD

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_

# Cullman County Commission

Cullman, Alabama

**Upon completion, submit this form to Marie Livingston in the Commission Office**

Date: 2/14/2023

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: x Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction x Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: na Property Decal #: \_\_\_\_\_

Serial # or VIN: NA Tag # \_\_\_\_\_

Description: 2005 DUALY TRUCK BED WITH BUMPER

Reason for disposal: Non economical to repair

Department: ROAD

Department Head Signature: BRYAN CHEATWOOD

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_

# Cullman County Commission

Cullman, Alabama

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Date: 2/14/2023

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Type of Disposal: Auction x Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: 710 Property Decal #: \_\_\_\_\_

Serial # or VIN: 548801 Tag # \_\_\_\_\_

Description: CASE FORKLIFT

Reason for disposal: UNECONOMICAL TO REPAIR

Department: ROAD

Department Head Signature: BRYAN CHEATWOOD

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_

# Cullman County Commission

Cullman, Alabama

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Date: 2/14/2023

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Declare Surplus: x Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction x Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: M1083P Property Decal #: \_\_\_\_\_

Serial # or VIN: BT4999BCBF Tag # \_\_\_\_\_

Description: 1997 Stewart stevenson m1083

Reason for disposal: UNECONOMICAL TO REPAIR

Department: ROAD

Department Head Signature: BRYAN CHEATWOOD

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_



# Cullman County Commission

Cullman, Alabama

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Date: 2/14/2023

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Declare Surplus: x Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction x Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: 912 Property Decal #: 1926

Serial # or VIN: OT58166710250 Tag # \_\_\_\_\_

Description: 1979 AM GENERAL 8X6 MILITARY TRUCK M917

Reason for disposal: UNECONOMICAL TO REPAIR

Department: ROAD

Department Head Signature: BRYAN CHEATWOOD

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_



# Cullman County Commission

Cullman, Alabama

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Date: 2/14/2023

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: x Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction x Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: HS-3 Property Decal #: 1866

Serial # or VIN: OT58166710150 Tag # 51111CO

Description: AM GENERAL 8X6 MILITARY TRUCK

Reason for disposal: UNECONOMICAL TO REPAIR

Department: ROAD

Department Head Signature: BRYAN CHEATWOOD

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_



# Cullman County Commission

Cullman, Alabama

**Upon completion, submit this form to Marie Livingston in the Commission Office**

Date: 2/14/2023

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: x Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction x Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: \_\_\_\_\_ Property Decal #: \_\_\_\_\_

Serial # or VIN: NA Tag # \_\_\_\_\_

Description: 1 LOT OF MISCELANEOUS FILTERS (144 BOXES)

Reason for disposal: OBSOLETE

Department: ROAD

Department Head Signature: BRYAN CHEATWOOD

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_

Cullman County Commission  
Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 1-30-23

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus:  Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction  Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: \_\_\_\_\_ Property Decal #: \_\_\_\_\_

Serial # or VIN: 826-376C Tag # \_\_\_\_\_

Description: 7' ft landpride bushhog

Reason for disposal: We got a bigger one

Department: DHV Park - right wing

Department Head Signature: Doug Davenport

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_

Cullman County Commission  
Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 1-30-23

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: X Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction X Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: \_\_\_\_\_ Property Decal #: \_\_\_\_\_

Serial # or VIN: G059205 Tag # \_\_\_\_\_

Description: 8ft/6-way blade attachment for skid-steer

Reason for disposal: Non-use

Department: OHV Park - Ryh. Ryh.

Department Head Signature: Doug Davenport

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_

# Cullman County Commission

Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 1-30-23

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: X Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction X Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: \_\_\_\_\_ Property Decal #: \_\_\_\_\_

Serial # or VIN: 1GTEC14V6Y2300724 Tag # 45645 CO

Description: white, single cab GMC Sierra  
2000 model

Reason for disposal: Barely Runs

Department: OHV Park - sign

Department Head Signature: Doug Davenport

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_



Cullman County Commission  
Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 1-30-23

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: X Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction \_\_\_\_\_ Scrap X Sealed Bid \_\_\_\_\_  
Other: \_\_\_\_\_

Asset #: \_\_\_\_\_ Property Decal #: 0000001500

Serial # or VIN: 1HTCF25700HA182C3 Tag # 45749 CO

Description: Green Tandem Axle Dump Truck

Reason for disposal: Doesn't run + we got a different  
dump truck

Department: 614V Park - *[Signature]*

Department Head Signature: *Doug Davenport*

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_

# Cullman County Commission

Cullman, Alabama

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Date: 2/14/2023

The following equipment/vehicle is no longer in use and the following action should be taken:

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Type of Disposal: Auction x Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: na Property Decal #: \_\_\_\_\_

Serial # or VIN: 1FDKE30F55HA54734 Tag # \_\_\_\_\_

Description: 1995 FORD <sup>E</sup> 350 VAN

Reason for disposal: Non economical to repair

Department: CARTS

Department Head Signature: JOYCE ECHOLS

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_

# Cullman County Commission

Cullman, Alabama

**Upon completion, submit this form to Marie Livingston in the Commission Office**

Date: 2/14/2023

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: x Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction x Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: na Property Decal #: \_\_\_\_\_

Serial # or VIN: 1FDXE45P57DA32096 Tag # \_\_\_\_\_

Description: 2007 FORD E350 VAN

Reason for disposal: Non economical to repair

Department: CARTS

Department Head Signature: JOYCE ECHOLS

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_



**BRYAN  
CHEATWOOD**  
County Engineer

bhcatwood@co.cullman.al.us



**JON BRUNNER**  
Assistant Engineer

jbnmncr@co.cullman.al.us

## **Cullman County Engineering Department**

2883 Highway 69 North - Cullman, AL 35058

Phone: 256-796-1336    Fax: 256-796-7039

February 1, 2023

**Proposed considerations for upcoming Commission meeting on February 23<sup>rd</sup>, 2023.**

- Proposed plat Fair Harbor Subdivision. A major subdivision containing 7 Lots located off County Road 102.

**BRYAN  
CHEATWOOD**  
County Engineer

bhcatwood@co.cullman.al.us



**JON BRUNNER**  
Assistant Engineer

jbnmncr@co.cullman.al.us

## **Cullman County Engineering Department**

2883 Highway 69 North - Cullman, AL 35058

Phone: 256-796-1336    Pax: 256-796-7039

February 1, 2023

### **Proposed considerations for upcoming Commission meeting on February 23<sup>rd</sup>, 2023.**

- Proposed plat COBO Subdivision. A minor subdivision containing 6 Lots located off County Road 337.

**BRYAN  
CHEATWOOD**  
County Engineer

bhcatwood@co.cullman.al.us



**JON BRUNNER**  
Assistant Engineer

jbnmcr@co.cullman.al.us

## **Cullman County Engineering Department**

2883 Highway 69 North - Cullman, AL 35058

Phone: 256-796-1336    Fax: 256-796-7039

February 7, 2023

### **Proposed considerations for upcoming Commission meeting on February 23, 2023.**

- Proposed plat Amelia Acres Subdivision. A minor subdivision containing 11 Lots located off County Road 1338 and County Road 1435

**BRYAN  
CHEATWOOD**  
County Engineer

bchcatwood@co.cullman.al.us



**JON BRUNNER**  
Assistant Engineer

jbnmncr@co.cullman.al.us

## **Cullman County Engineering Department**

2883 Highway 69 North - Cullman, AL 35058

Phone: 256-796-1336      Fax: 256-796-7039

February 6, 2023

**Proposed considerations for upcoming Commission meeting on February 23<sup>rd</sup>, 2023.**

- Proposed plat Archer's Point Subdivision. A Major subdivision containing 19 Lots located off County Road 2015.



**WARNING!!!** No errors will be corrected after Bids are opened. No price shall include State or Federal Excise Taxes. Tax exempt certificates furnished upon request.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed priced or to refrain from bidding or otherwise.

**THIS BID MUST BE NOTARIZED**

Sworn to and subscribed before me

This the 10<sup>th</sup> day of February, 2023

Brandy C. Martin  
Notary Public



Firm: Wiregrass Construction Company, Inc.

By: [Signature]

Street Address: 110 Office Park Drive, Suite 300

City: Birmingham, AL 35223

Terms: AS PER CONTRACT

Date: 2/10/2023

Telephone No: 256-736-4059

IMPORTANT: Any attachment hereto is made and becomes a part of this inquiry and must be signed by Bidder.

STATE OF ALABAMA  
CULLMAN COUNTY, CULLMAN, ALABAMA  
CULLMAN COUNTY COMMISSION

Bid No. 1426

Gentleman:

Gentleman:

The Cullman County Commission will be receiving sealed bids until 2:00 p.m., Thursday, February 16, 2023, at the Cullman County Courthouse located at 500 2<sup>nd</sup> Ave. SW, Room 105, Cullman, Alabama. At this time sealed bids will be publicly opened and read aloud for furnishing the items below:  
f. o. b. points shown:

**ALL BIDS SHOULD BE CLEARLY MARKED WITH THE BID NUMBER ON THE OUTSIDE OF THE BID PACKAGE. ALL BIDS SHOULD BE MAILED TO:**

CULLMAN COUNTY COMMISSION  
500 SECOND AVE SW, ROOM 105  
CULLMAN, AL 35055

**SHOULDER MATERIAL (INSTALLED)**

Cullman County desires bids for performing surface treatments to various roads in Cullman County, Alabama. Work may include projects funded by REBUILD ALABAMA and FEDERAL AID EXCHANGE FUNDS. The bidder shall include all necessary labor, equipment, and materials required to clean roadways, prepare roadways, haul, and spread material in place. All materials shall meet the current and standard specifications and special provision for the specified surface treatment provided by the Alabama Department of Transportation. Bidders shall supply haul tickets and appropriate BMT's for aggregate and liquid asphalt.

1. **MATERIAL FROM A COMMERCIAL PIT** Price per Ton to place and compact a Shoulder Material on an existing county right of way at specified width to satisfaction of County Engineer. Price to include all materials, labor, and equipment required to place and compact material along edge of pavement at width specified in a work order in compliance with the applicable section of the ALDOT specifications or Special Provision as approved by the County Engineer. Contractor shall be responsible for meeting all Federal, State, and Local regulation for borrow pits. Materials from borrow pits must be approved by the County Engineer prior to work being performed.

<u>PAY ITEM</u>	<u>\$/TON</u>
A. 430B029 Aggregate Surfacing (ALDOT #410 Or #810)	<u>\$69 MIN 400 TONS PER DAY</u>
B. 430B040 Aggregate Surfacing (Crushed Aggregate Base, Type B)	<u>\$69 MIN 400 TONS PER DAY</u>
C. 430B042 Aggregate Surfacing (Crushed Aggregate Base, Type A)	<u>\$69 MIN 400 TONS PER DAY</u>
D. 430B043 Aggregate Surfacing (1" Down, Crusher Run)	<u>\$69 MIN 400 TONS PER DAY</u>
E. 430B-047 Aggregate Surfacing (3/4" Down, Crusher Run)	<u>\$69 MIN 400 TONS PER DAY</u>
F. 430B048 Aggregate Surfacing (1-3/4" Down, Crusher Run)	<u>\$69 MIN 400 TONS PER DAY</u>

2. **MATERIAL FROM LOCAL BORROW PIT Price per Loose Trucked Measure to place and compact a Shoulder Material on an existing county right of way at specified width to satisfaction of County Engineer. Price to include all materials, labor, and equipment required to place and compact material along edge of pavement at width specified in a work order in compliance with the applicable section of the ALDOT specifications or Special Provision as approved by the County Engineer. Contractor shall be responsible for meeting all Federal, State, and Local regulation for borrow pits. Materials from borrow pits must be approved by the County Engineer prior to work being performed.**

**PAY ITEM\$/TON**

**NO BID**

**A. Unclassified Borrow from Local Site (\$/Loose Truckbed Meas.)**

The contractor shall be responsible for all Traffic Control and Construction signs as per the MUTCD and ALDOT requirements. Traffic control is being bid as part of this bid inquiry and shall be the responsibility of the contractor. The County reserves the right to review the contractor's traffic control plan and require work to cease if the plans is not adequately handling traffic. The contractor is responsible for traffic control and any issues that arise due to the contractors ability to handle traffic during construction.

Contractor shall begin work within fourteen (14) days of written notice by the County Engineer, unless a time extension is given by the County Engineer. Contractor shall give Cullman County forty-eight (48) hour notice prior to work beginning. Time to complete work shall be designated by the County Engineer. Failure to complete work within designated time allotted may result in the forfeiture of the performance bond. Notice shall be given during the normal hours of operation of the Cullman County Road Department.

The successful bidder shall provide to the County, within fourteen (14) days of the bid award, a performance bond in the amount of \$10,000. Failure to provide this bond within the specified time may result in the County determining the successful bidder failed to perform under this bid. All bidders shall include in their bid package a copy of their companies **W-9 and the MOU portion of their company's E-verify document.**

In addition to this initial performance bond, any time that the County issues a purchase order for work exceeding \$50,000 in value, successful bidder shall provide to the County a performance bond equal in value to the issued purchase order. The successful bidder shall provide this stated performance bond within fourteen (14) days of issuance of the purchase order by the County.

The successful bidder along with their Performance Bond provide a Payment Bond in the amount of \$50,000.00

The successful bidder shall also be required to meet all post construction advertising requirements under Alabama Code Title 39. Notice of completion shall be given for each proceed order by advertising four consecutive weeks in a newspaper of general circulation published within Cullman County.

Upon completion and acceptance of all work required, per Proceed Order, the contractor will be paid upon presentation of the following:

- a. A properly executed and duly certified voucher for payment.
- b. A release of all claims and claims of liens against the awarding authority arising by virtue of the contract.
- c. Proof of advertisement of project completion.

Payment will be made within 35 days after all of the above requirements are met. Partial Payment for proceed orders will be provided under this contract. Retainage shall be withheld on each Proceed Order as provided under Code of Alabama Section 39-2-12.

Signature on bid must be in ink. Bids made out in pencil will NOT be accepted. Bid must be NOTARIZED. County reserves the right to accept or reject all Bids or any portion thereof.

ALL INQUIRES CONCERNING THESE SPECIFICATIONS SHOULD BE DIRECTED TO:  
CULLMAN COUNTY ENGINEER  
2883 HWY 69 NORTH  
CULLMAN, AL. 35058  
(256)-796-1336

**WARNING!!!** No errors will be corrected after Bids are opened. No price shall include State or Federal Excise Taxes. Tax exempt certificates furnished upon request.

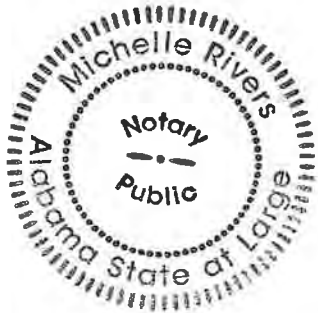
I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed priced or to refrain from bidding or otherwise.

**THIS BID MUST BE NOTARIZED.**

Sworn to and subscribed before me  
This the 16<sup>th</sup> day of Feb, 2023  
Michelle Rivers  
Notary Public  
MCB: 7-14-2025

Firm: Wheeler Contracting LLC  
By: Ray Wheeler  
Street Address: 4501 Co. Rd. 41  
City: Atley AL 35541  
Terms: \_\_\_\_\_  
Date: 2/16/23  
Telephone No: 205-282-1077

**IMPORTANT:** Any attachment hereto is made and becomes a part of this inquiry and must be signed by Bidder.



STATE OF ALABAMA  
 CULLMAN COUNTY, CULLMAN, ALABAMA  
 CULLMAN COUNTY COMMISSION

Bid No. 1426

Gentleman:

Gentleman:

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<u>PAY ITEM</u>	<u>\$/TON</u>
A. 430B029 Aggregate Surfacing (ALDOT #410 Or #810)	_____
B. 430B040 Aggregate Surfacing (Crushed Aggregate Base, Type B)	_____
C. 430B042 Aggregate Surfacing (Crushed Aggregate Base, Type A)	_____
D. 430B043 Aggregate Surfacing (1" Down, Crusher Run)	\$ 69. <sup>00</sup> _____
E. 430B-047 Aggregate Surfacing (3/4" Down, Crusher Run)	\$ 69. <sup>00</sup> _____
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**PAY ITEM\$/TON**

**A. Unclassified Borrow from Local Site (\$/Loose Truckbed Meas.)**

TRIAxLE DUMP  
A 300<sup>00</sup> PER LOAD

The contractor shall be responsible for all Traffic Control and Construction signs as per the MUTCD and ALDOT requirements. Traffic control is being bid as part of this bid inquiry and shall be the responsibility of the contractor. The County reserves the right to review the contractor's traffic control plan and require work to cease if the plans is not adequately handling traffic. The contractor is responsible for traffic control and any issues that arise due to the contractors ability to handle traffic during construction.

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- b. A release of all claims and claims of liens against the awarding authority arising by virtue of the contract.
- c. Proof of advertisement of project completion.

Payment will be made within 35 days after all of the above requirements are met. Partial Payment for proceed orders will be provided under this contract. Retainage shall be withheld on each Proceed Order as provided under Code of Alabama Section 39-2-12.

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2883 HWY 69 NORTH  
CULLMAN, AL. 35058  
(256)-796-1336

**BRYANT ENTERPRISES**

881 Co. Rd. 622 Hanceville, Al. 3077

Phone 256-347-8992

**Customer Name** – Direct to Shaw E. Baily

**Address:** Cullman County Commission Room 105 – Cullman County Court House

**Phone:** 256-775-1942

**Job Description:** Paint all interior walls and trim in main (office) and dorms. NO ceilings.

**Amount:** \$16,500 – LABOR ONLY

**Down Payment** \_\_\_\_\_

**Balance Due** \_\_\_\_\_

 2-21-23  
\_\_\_\_\_  
Paul Bryant

\_\_\_\_\_  
**Customer**

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Tuesday, February 21, 2023, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for Painting (**Labor Only**) for the Cullman County Property located at 310 3<sup>rd</sup> Ave. NE, Cullman, AL 35055. At this time sealed bids will be publicly opened and read aloud.

The Cullman County Commission reserves the right to reject any and/or all bids and to waive any formalities in the bidding.

All bids must comply with State of Alabama bid requirements, including applicable bonds (bid bond 5% of bid, not to exceed \$10,000.00).

Any questions regarding this bid should be directed to Shane Bailey, Facilities & Equipment Manager at (256) 775-4925, or sbailey@co.cullman.al.us.

Proposals must be clearly marked with the bid number on the exterior of the sealed envelope.

**BID PRICE for Labor on Painting: \$** \_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Phone/Fax

\_\_\_\_\_  
Representative