

CULLMAN COUNTY COMMISSION AGENDA
December 20, 2022

1. Call to order and welcome guests
2. Call of Roll to Establish Quorum
3. Invocation: Ory Hampton
4. Pledge of Allegiance: EMA Director Tim Sartin
5. Approve the minutes of the November 16, 2022, meeting, appropriations, expenditures, personnel actions, payroll, and requisitions, and approve all journal entries to be posted
6. Public Comments/Updates
 - Senior Christmas Party
 - Sheriff's Rodeo
 - Christmas Lights at Sportsman's Lake
 - Sanitation routes will run one day behind schedule
5. **NEW BUSINESS**
 - A. Recognition: Karen Campbell retiring after 24 years of service with the Reappraisal Department
 - B. Recognition: Ricky Weissend retiring after 25 years of service with the Maintenance Department
 - C. Proclamation: Human Trafficking Awareness and Prevention Day
 - D. Resolution 2023-06: Renewal ACCA Liability Fund for the contract period ending December 31, 2023, in the amount of \$473,293.94
 - E. Resolution 2023-07: Opting Into Electronic Meeting Participation
 - F. Resolution 2023-08: change speed to 35 mph on County Road 1545 from County Road 1474 to US Highway 69 (Approximately 1.8 miles)
 - G. Resolution 2023-09: Closing County Offices due to inclement weather
 - H. Ratify the annual premium for the Volunteer Fire Workers' Compensation insurance in the amount of \$12,938.00
 - I. Authorize Chairman to sign an agreement to purchase a static UH-1 Helicopter for Veteran's Park in the amount of \$35,000 from Friends of Army aviation and issue a check for \$17,500 as a down

payment. This is a joint venture with the Cullman County Tourism Board, the City of Cullman, and the Veteran's Park Board, and reimbursement to the County will be made from those entities

- J. Consider painting of the UH-1 helicopter with John Wayne Ryals in the amount of \$12,000
- K. Authorize Chairman to appoint Dr. Michael Schendel to the Veteran's Memorial Park Advisory Board to replace Ken Brown
- L. Authorize Commissioner Duke to appoint Don Fallin to the Veteran's Memorial Park Advisory Board
- M. Authorize Commissioner Freeman to appoint Chris Denney to the Veterans Memorial Park Advisory Board
- N. Authorize Commissioner Duke to replace Commissioner Watson on the NARCOG Board
- O. Consider Commissioner Duke's nominee, Waid Harbison, for appointment to the Industrial Development Board for a term to expire 1/19/2029 to replace Lisa Baggett
- P. Consider Commissioner Marchman's nominee, Jason Grimmett, for reappointment to the Industrial Development Board for a term to expire 1/19/2029
- Q. Consider agreement with ADECA to participate in Low Income Household Water Assistance Program through Community Action Partnership and authorize Chairman to sign all related paperwork
- R. Consider the repair of the Cullman County Courthouse Security area roof by Willoughby Roofing & Sheet Metal, Inc in the amount of \$13,390.00 and authorize Chairman to sign all related paperwork
- S. Consider correction of the clerical error for the October 17, 2023, meeting date. The Commission Meeting Day should be changed from Thursday to Tuesday.
- T. Consider moving the January Meeting from January 19, 2023, to January 10, 2023, due to a scheduling conflict on the 19th.
- U. Consider putting dumpsters at various locations throughout the county for Christmas

- V.** Consider the surplus of a 2000 GMC Sierra pick-up (Vin # 1GTEC14V1YE321603) from the Courthouse to be auctioned on GovDeals
- W.** Consider the surplus of the following items from the Water Department to be auctioned on GovDeals
- 2014 Ford F-450 (Vin # 1FD0W4HT9EEA26624)
 - 2013 International 4400 (Vin # 3HAMKAAR2DL236426)
 - 2007 Chevrolet 3500 (Vin # 1GBJK34D37E104092)
 - 2012 Chevrolet Silverado 1500 (Vin # 1GCRKPE72CZ253871)
 - 2016 Ford F-150 (Vin # 1FTFX1EF3GFA72973)
 - 2012 Chevrolet Silverado 1500 (Vin # 3GCPKSE71CG167199)
 - McElroy TracStar 28 (Vin # T800105)
 - Honda Generator 3500
 - Briggs and Stratton tiler 4.0
- X.** Consider the surplus of a front loader attachment for skid steer from the Water Department to be sold to the Town of Garden City in the amount of \$2,000
- Y.** Consider the surplus of a 2018 Jeep Compass (Vin # 3C4NJDABXJT456070) from Reappraisal to be transferred to the Airport
- Z.** Award Bid # 1421: to APEIRO Solutions LLC in the amount of \$34,284 for one (1) or more Industrial standup Fogger(s) and Backpack Fogger with an extra battery at the Cullman County Detention Center
- AA.** Award Bid # 1422: to LINEV Systems in the amount of \$146,000 for the purchase and installation of one (1) or more Full-Body Scanners with thermal Sensor at the Cullman County Detention Center
- BB.** Award Bid # 1423: to Infrared Cameras Inc (ICI) in the amount of \$305,650 for one (1) or more LWTR Fixed Mount Skin Temperature Measurement System(s) at the Cullman County Detention Center
- CC.** Award Bid # 1424: to Temperature Pro in the amount of \$9,373 for a three-ton single packaged heat pump to be installed at the Clarkson Bridge Cabin

6. The next Commission Work Session will be Tuesday, January 10, 2023, at 4:00 p.m. in the Commission Meeting Room (upon approval)

7. The next Commission Meeting will be Tuesday, January 10, 2023, at 6:00 p.m. in the Commission Meeting Room (upon approval)

8. Adjourn

CULLMAN COUNTY COMMISSION MEETING MINUTES
December 20, 2022

CALL TO ORDER AND WELCOME GUESTS

Chairman Clemons called the Meeting at 6:00 p.m.

Call of Roll to Establish Quorum

Tiffany Merriman, County Clerk, called roll; present were Chairman Jeff Clemons, Commissioner Kerry Watson, Commissioner Garry Marchman, Commissioner Kelly Duke, Commissioner Corey Freeman, County Administrator John Bullard, County Attorney Emily Johnston, and County Engineer Bryan Cheatwood. Pastor Ory Hampton gave the invocation. EMA Director Tim Sartin led the Pledge of Allegiance.

APPROVE THE MINUTES OF THE NOVEMBER 16, 2022, MEETING, APPROPRIATIONS, EXPENDITURES, PERSONNEL ACTIONS, PAYROLL, AND REQUISITIONS, AND APPROVE ALL JOURNAL ENTRIES TO BE POSTED

Commissioner Watson made a motion to approve the minutes of the November 16, 2022, meeting, appropriations, expenditures, personnel actions, payroll, and requisitions, and approve all journal entries to be posted. Commissioner Marchman seconded, and the motion passed on a unanimous voice vote.

Public Comments/Updates

Revenue Commissioner Barry Willingham addressed the Commission and stated our satellite offices starting March 1, 2023, will be cashless. The main reason is security. Our satellite offices are sometimes manned by one person, and it is a safety hazard. We do have magnetic doors at the Baileyton and Dodge City offices. Mr. Willingham stated they will put out PSAs, newspaper articles, and posts for a couple of months for the public.

Chairman Clemons stated we had our Senior Christmas Party at Stonebridge Friday, December 16, 2022. I cannot thank Commission on Aging Director Stephanie Lawson and her staff for the great job they have done. It was amazing. We had over 700 seniors there. This is a blessing for our community.

The Sheriff's Rodeo was a couple of weeks ago. If anyone went, it was standing room only. We cannot thank Sheriff Matt Gentry and his staff for what they do. It is amazing what they do for our community. Our Christmas lights at Sportsman Lake Park were a success again this year. Saturday night they made \$16,000. We have people from across the state to come to look at the lights.

Sanitation routes will run one day behind schedule.

NEW BUSINESS

Recognition: Karen Campbell retiring after 24 years of service with the Reappraisal Department

Chairman Clemons thanked Ms. Campbell for her service. Commissioner Marchman made a motion to approve the Recognition: Karen Campbell retiring after 24 years of service with the Reappraisal Department. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Recognition: Ricky Weissend retiring after 25 years of service with the Maintenance Department

Chairman Clemons stated it has been an honor to know and work with Mr. Weissend. Thank you for your service. Commissioner Watson made a motion to approve the Recognition: Ricky Weissend retiring after 25 years of service with the Maintenance Department. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Proclamation: Human Trafficking Awareness and Prevention Day

County Administrator John Bullard read the Proclamation aloud. Ashley and Chris Dover with the Cullman County Human Trafficking Task Force received the Proclamation. Commissioner Freeman made a motion to approve the Proclamation: Human Trafficking Awareness and Prevention Day. Commissioner Duke seconded. Upon a unanimous voice vote, the motion carried.

Resolution 2023-06: Renewal ACCA Liability Fund for the contract period ending December 31, 2023, in the amount of \$473,293.94

County Administrator John Bullard stated this is just our annual renewal for liability insurance. Commissioner Duke made a motion to approve Resolution 2023-06: Renewal ACCA Liability Fund for the contract period ending December 31, 2023, in the amount of \$473,293.94. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Resolution 2023-07: Opting Into Electronic Meeting Participation

County Attorney Emily Johnston addressed the Commission and stated this will allow us to participate in a meeting electronically if you were to become ill. If you do pass this resolution, it will not become effective until the February Meeting. A quorum does physically have to be present for you to participate. This is the result of COVID and what we saw in regards to electronic meetings. Commissioner Watson made a motion to approve Resolution 2023-07: Opting Into Electronic Meeting Participation. Commissioner Freeman seconded, and the motion passed upon a unanimous voice vote.

Resolution 2023-08: change speed to 35 mph on County Road 1545 from County Road 1474 to US Highway 69 (Approximately 1.8 miles)

County Engineer Bryan Cheatwood stated his staff has reviewed this section and due to some of the subdivision development in the future, I do recommend approval of this resolution. Commissioner Duke made a motion to approve Resolution 2023-08: change speed to 35 mph on County Road 1545 from County Road 1474 to US Highway 69 (Approximately 1.8 miles). Commissioner Watson seconded. Upon a unanimous voice vote, the motion carried.

Resolution 2023-09: Closing County Offices due to inclement weather

Commissioner Watson made a motion to approve Resolution 2023-09: Closing County Offices due to inclement weather. Commissioner Freeman seconded. The vote passed on a unanimous voice vote.

Ratify the annual premium for the Volunteer Fire Workers' Compensation insurance in the amount of \$12,938.00

County Administrator John Bullard stated this comes out of their budget. We allocate this money for them every year and it covers all the volunteer firefighters in the county. Commissioner Duke made a motion to Ratify the annual premium for the Volunteer Fire Workers' Compensation insurance in the amount of \$12,938.00. Commissioner Watson seconded, and the motion passed upon a unanimous voice vote.

Authorize Chairman to sign an agreement to purchase a static UH-1 Helicopter for Veteran's Park in the amount of \$35,000 from Friends of Army aviation and issue a check for \$17,500 as a down payment. This is a joint venture with the Cullman County Tourism Board, the City of Cullman, and the Veteran's Park Board, and reimbursement to the County will be made from those entities

Commissioner Freeman made a motion to approve Chairman to sign an agreement to purchase a static UH-1 Helicopter for Veteran's Park in the amount of \$35,000 from Friends of Army aviation and issue a check for \$17,500 as a down payment. This is a joint venture with the Cullman County Tourism Board, the City of Cullman, and the Veteran's Park Board, and reimbursement to the County will be made from those entities. Commissioner Marchman seconded. Upon a unanimous voice vote, the motion carried.

Consider painting of the UH-1 helicopter with John Wayne Ryals in the amount of \$12,000

Commissioner Duke made a motion to approve the painting of the UH-1 helicopter with John Wayne Ryals in the amount of \$12,000. Commissioner Marchman seconded. The vote passed on a unanimous voice vote.

Authorize Chairman to appoint Dr. Michael Schendel to the Veteran's Memorial Park Advisory Board to replace Ken Brown

Commissioner Watson made a motion to approve Chairman to appoint Dr. Michael Schendel to the Veteran's Memorial Park Advisory Board to replace Ken Brown. Commissioner Marchman seconded, and the motion passed on a unanimous voice vote.

Authorize Commissioner Duke to appoint Don Fallin to the Veteran's Memorial Park Advisory Board

Commissioner Freeman made a motion to approve Commissioner Duke to appoint Don Fallin to the Veteran's Memorial Park Advisory Board. Commissioner Marchman seconded. Upon a unanimous voice vote, the motion carried.

Authorize Commissioner Freeman to appoint Chris Denney to the Veterans Memorial Park Advisory Board

Commissioner Duke made a motion to approve Commissioner Freeman to appoint Chris Denney to the Veterans Memorial Park Advisory Board. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Authorize Commissioner Duke to replace Commissioner Watson on the NARCOG Board

Commissioner Freeman made a motion to approve Commissioner Duke to replace Commissioner Watson on the NARCOG Board. Commissioner Watson seconded, and the motion passed upon a unanimous voice vote.

Consider Commissioner Duke's nominee, Waid Harbison, for appointment to the Industrial Development Board for a term to expire 1/19/2029 to replace Lisa Baggett

Commissioner Watson made a motion to approve Commissioner Duke's nominee, Waid Harbison, for appointment to the Industrial Development Board for a term to expire on 1/19/2029 to replace Lisa Baggett. Commissioner Marchman seconded. The vote passed upon a unanimous voice vote.

Consider Commissioner Marchman's nominee, Jason Grimmett, for reappointment to the Industrial Development Board for a term to expire 1/19/2029

Commissioner Freeman made a motion to approve Commissioner Marchman's nominee, Jason Grimmett, for reappointment to the Industrial Development Board for a term to expire on 1/19/2029. Commissioner Duke seconded. Upon a unanimous voice vote, the motion carried.

Consider agreement with ADECA to participate in Low Income Household Water Assistance Program through Community Action Partnership and authorize Chairman to sign all related paperwork

Commissioner Marchman made a motion to approve an agreement with ADECA to participate in Low Income Household Water Assistance Program through Community Action Partnership and authorize Chairman to sign all related paperwork. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Consider the repair of the Cullman County Courthouse Security area roof by Willoughby Roofing & Sheet Metal, Inc in the amount of \$13,390.00 and authorize Chairman to sign all related paperwork

County Administrator John Bullard addressed the Commission and stated this will fix an area that has been leaking for a while. This is a substantial need. They were the lowest quote. Commissioner Duke made a motion to approve the repair of the Cullman County Courthouse Security area roof by Willoughby Roofing & Sheet Metal, Inc in the amount of \$13,390.00 and authorize Chairman to sign all related paperwork. Commissioner Freeman seconded, and the motion passed upon a unanimous voice vote,

Consider correction of the clerical error for the October 17, 2023, meeting date. The Commission Meeting Day should be changed from Thursday to Tuesday.

County Administrator John Bullard stated the date was correct. The day was listed incorrectly. It should be Tuesday instead of Thursday. Commissioner Watson made a motion to approve the correction of the clerical error for the October 17, 2023, meeting date. The Commission Meeting Day should be changed from Thursday to Tuesday. Commissioner Marchman seconded. Upon a unanimous voice vote, the motion carried.

Consider moving the January Meeting from January 19, 2023, to January 10, 2023, due to a scheduling conflict on the 19th.

Commissioner Watson made a motion to approve moving the January Meeting from January 19, 2023, to January 10, 2023, due to a scheduling conflict on the 19th. Commissioner Marchman seconded. The vote passed on a unanimous voice vote.

Consider putting dumpsters at various locations throughout the county for Christmas

Commissioner Watson made a motion to approve putting dumpsters at various locations throughout the county for Christmas. Commissioner Freeman seconded, and the motion passed upon a unanimous voice vote.

Consider the surplus of a 2000 GMC Sierra pick-up (Vin # 1GTEC14V1YE321603) from the Courthouse to be auctioned on GovDeals

Commissioner Duke made a motion to approve the surplus of a 2000 GMC Sierra pick-up (Vin # 1GTEC14V1YE321603) from the Courthouse to be auctioned on GovDeals. Commissioner Freeman seconded. Upon a unanimous voice vote, the motion carried.

Consider the surplus of the following items from the Water Department to be auctioned on GovDeals

- 2014 Ford F-450 (Vin # 1FD0W4HT9EEA26624)
- 2013 International 4400 (Vin # 3HAMKAAR2DL236426)
- 2007 Chevrolet 3500 (Vin # 1GBJK34D37E104092)
- 2012 Chevrolet Silverado 1500 (Vin # 1GCRKPE72CZ253871)
- 2016 Ford F-150 (Vin # 1FTFX1EF3GFA72973)
- 2012 Chevrolet Silverado 1500 (Vin # 3GCPKSE71CG167199)
- McElroy TracStar 28 (Vin # T800105)
- Honda Generator 3500
- Briggs and Stratton tiler 4.0

Commissioner Watson made a motion to approve the surplus of the following items from the Water Department to be auctioned on GovDeals: 2014 Ford F-450 (Vin # 1FD0W4HT9EEA26624), 2013 International 4400 (Vin # 3HAMKAAR2DL236426), 2007 Chevrolet 3500 (Vin # 1GBJK34D37E104092), 2012 Chevrolet Silverado 1500 (Vin # 1GCRKPE72CZ253871), 2016 Ford F-150 (Vin # 1FTFX1EF3GFA72973), 2012 Chevrolet Silverado 1500 (Vin # 3GCPKSE71CG167199), McElroy TracStar 28 (Vin # T800105), Honda Generator 3500, Briggs and Stratton tiler 4.0. Commissioner Duke seconded. The vote passed on a unanimous voice vote.

Consider the surplus of a front loader attachment for skid steer from the Water Department to be sold to the Town of Garden City in the amount of \$2,000

Commissioner Duke made a motion to approve the surplus of a front loader attachment for skid steer from the Water Department to be sold to the Town of Garden City in the amount of \$2,000. Commissioner Watson seconded, and the motion passed upon a unanimous voice vote.

Consider the surplus of a 2018 Jeep Compass (Vin # 3C4NJDABXJT456070) from Reappraisal to be transferred to the Airport

County Administrator John Bullard stated we would like to postpone this item indefinitely to let us work on it. We may be able to find them a different vehicle and to bring it back for your approval later. Commissioner Watson approved postponing the surplus of a 2018 Jeep Compass (Vin # 3C4NJDABXJT456070) from Reappraisal to be transferred to the Airport. Commissioner Marchman seconded. Upon a unanimous voice vote, the motion carried.

Award Bid # 1421: to APEIRO Solutions LLC in the amount of \$34,284 for one (1) or more Industrial standup Fogger(s) and Backpack Fogger with an extra battery at the Cullman County Detention Center

Commissioner Watson made a motion to Award Bid # 1421: to APEIRO Solutions LLC in the amount of \$34,284 for one (1) or more Industrial standup Fogger(s) and Backpack Fogger with an extra battery at the Cullman County Detention Center. Commissioner Duke seconded. The vote passed on a unanimous voice vote.

Award Bid # 1422: to LINEV Systems in the amount of \$146,000 for the purchase and installation of one (1) or more Full-Body Scanners with thermal Sensor at the Cullman County Detention Center

Commissioner Marchman asked if these bids were done through a grant? County Administrator John Bullard replied yes, sir. There are three on here for the Detention Center. They are a 100% grant through the Alabama Department of Public

Health. Commissioner Marchman asked does this include Item BB? Mr. Bullard stated it includes Item Z, Item AA, and Item BB. Commissioner Freeman made a motion to Award Bid # 1422: to LINEV Systems in the amount of \$146,000 for the purchase and installation of one (1) or more Full-Body Scanners with thermal sensor at the Cullman County Detention Center. Commissioner Duke seconded, and the motion passed upon a unanimous voice vote.

Award Bid # 1423: to Infrared Cameras Inc (ICI) in the amount of \$305,650 for one (1) or more LWTR Fixed Mount Skin Temperature Measurement System(s) at the Cullman County Detention Center

Commissioner Watson made a motion to Award Bid # 1423: to Infrared Cameras Inc (ICI) in the amount of \$305,650 for one (1) or more LWTR Fixed Mount Skin Temperature Measurement System(s) at the Cullman County Detention Center. Commissioner Freeman seconded. The vote passed on a unanimous voice vote.

Award Bid # 1424: to Temperature Pro in the amount of \$9,373 for a three-ton single packaged heat pump to be installed at the Clarkson Bridge Cabin

Commissioner Freeman made a motion to Award Bid # 1424: to Temperature Pro in the amount of \$9,373 for a three-ton single-packaged heat pump to be installed at the Clarkson Bridge Cabin. Commissioner Duke seconded. Upon a unanimous voice vote, the motion carried.

WORK SESSION

Chairman Clemons announced the next Commission Meeting will be Tuesday, January 10, 2023, at 4:00 p.m. in the Commission Meeting Room.

NEXT COMMISSION MEETING WILL BE TUESDAY, JANUARY 10, 2023, AT 6:00 P.M. IN THE COMMISSION MEETING ROOM

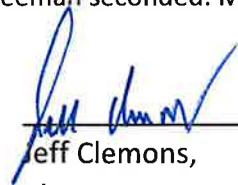
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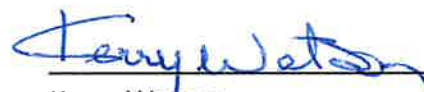
ADJOURN THE MEETING

Commissioner Marchman made a motion to adjourn. Commissioner Freeman seconded. Meeting was adjourned at 6:26 p.m.

Attest:


Tiffany Merriman,
County Clerk


Jeff Clemons,
Chairman


Kerry Watson,
Commissioner


Garry Marchman,
Commissioner



Kelly Duke
Commissioner



Corey Freeman,
Commissioner

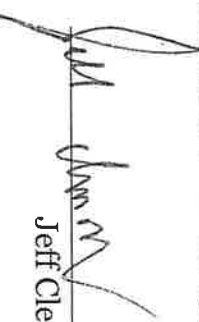
CONGRATULATIONS ON YOUR RETIREMENT

Karen Campbell

May the blessings of good health, the joy of good friends, a loving family and the contentment of a job well done fill your life with happiness!

Best wishes from all of your colleagues and friends at

CULLMAN COUNTY COMMISSION



Jeff Clemmons, Chairman



Kerry Watson, Associate Commissioner - Place 1



Kelly Duke, Associate Commissioner - Place 3



Garry Marchman, Associate Commissioner - Place 2



Corey Freeman, Associate Commissioner - Place 4

March 1998 – December 2022

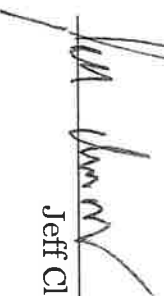
CONGRATULATIONS ON YOUR RETIREMENT

Ricky Weissend




May the blessings of good health, the joy of good friends, a loving family and the contentment of a job well done fill your life with happiness!

Best wishes from all of your colleagues and friends at

CULLMAN COUNTY COMMISSION



Jeff Clemmons, Chairman


Kerry Watson, Associate Commissioner - Place 1
Kelly Duke, Associate Commissioner - Place 3
Garry Marchman, Associate Commissioner - Place 2
Corey Freeman, Associate Commissioner - Place 4

April 1997 – December 2022

CULLMAN COUNTY
COMMISSION
PROCLAMATION

Human Trafficking Awareness and Prevention Day

WHEREAS: Human trafficking is a nationwide public health and civil rights crisis. It's victims and survivors are everywhere, with Cullman being no exception.

WHEREAS: Human trafficking includes both labor and sex trafficking, with both international and domestic victims.

WHEREAS: Anyone can become a victim to human trafficking. While women and girls are the primary victims, victims/survivors come from every background, gender, race, and economic status. Traffickers target individuals who are for whatever reason vulnerable.

WHEREAS: The young are particularly vulnerable in these trafficking scenarios because of their fear to report.

WHEREAS: Our community recognizes the need for prevention by education on this subject and the Cullman County Human Trafficking Task Force provides said education.

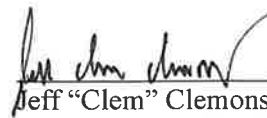
WHEREAS: We want Cullman Count to be a place where this crisis no longer exists and where we can educate all our citizens.

NOW, THEREFORE, The Cullman County Commission of Cullman, Alabama proclaims January 11th, 2023, as

Human Trafficking and Prevention Awareness Day

The Cullman County Commission commends this observance on January 11, 2023, to the citizens of Cullman, Alabama

This day 20th of December 2022



Jeff "Clem" Clemons, Chairman



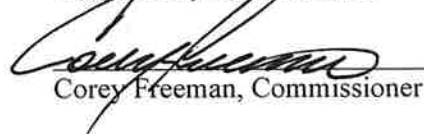
Kerry Watson, Commissioner



Garry Marchman, Commissioner



Kelly Duke, Commissioner



Corey Freeman, Commissioner

ATTEST:



Tiffany Merriman, County Clerk



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

RESOLUTION 2023-06

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 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 20th day of DECEMBER 2022.



County Commission Chairman

Resolution: 2023-07

Opting Into Electronic Meeting Participation

WHEREAS, during the 2022 Regular Session of the Alabama Legislature, Act 2022-421 was enacted and codified in § 36-25A-5.2, Code of Alabama 1975, to authorize a county commission to allow a member who is physically absent due to illness to participate electronically in a meeting of the county commission, provided that a quorum of members are physically present at the meeting location; and

WHEREAS, the Cullman County Commission believes it is in the public's interest to allow members of the County Commission who are ill to participate electronically in meetings when a quorum is physically present as authorized by this new law; and

WHEREAS, the new law requires a county commission to adopt an Electronic Meetings Policy at least 45 days before the first meeting at which the electronic means of communication is used; and

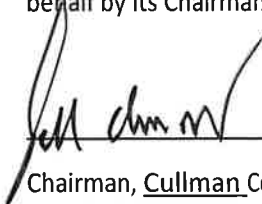
WHEREAS, the new law requires the Electronic Meetings Policy to detail the communications equipment and procedures to be used, how the public may access the meeting, and how voting will be conducted; and

WHEREAS, based upon the foregoing, the Cullman County Commission has developed an Electronic Meetings Policy, which is attached to this resolution;

THEREFORE BE IT RESOLVED BY THE CULLMAN COUNTY COMMISSION that it does hereby authorize members who are absent due to illness to participate electronically in meetings of the County Commission pursuant to Act 2022-421 and the attached Electronic Meetings Policy.

BE IT FURTHER RESOLVED that copies of this resolution and the attached Electronic Meetings Policy be posted in a conspicuous location in the courthouse, published on the County Commission's website, and forwarded to all local news media who have on file with the County Commission a written request for notification of the schedule of regular meetings of the County Commission.

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 this the 20th day of December, 2022.



Chairman, Cullman County Commission

Electronic Meetings Policy

I. Scope of Rules.

- A. Pursuant to Ala. Code § 36-25A-5.2, the following Electronic Meetings Policy was duly adopted by the Cullman County Commission on the 20th day of December 2022, and shall govern the conduct of the meetings of the County Commission beginning no sooner than 45 days after adoption.
- B. This Electronic Meetings Policy may be amended by affirmative vote of a majority of the members of the Commission. However, such changes to the Electronic Meetings Policy shall not take effect for at least 45 days after the vote making such changes.
- C. This Electronic Meetings Policy shall be read in conjunction with the County Commission's other policies pertaining to the Alabama Open Meetings Act, Ala. Code § 36-25A-5.

II. Communications Equipment and Procedures.

- A. **Communications Equipment.** "Communications equipment" means any tools, devices, hardware, software, or other things necessary to facilitate communication among meeting participants who are in different physical locations and that allows all participants to hear one another at the same time. To allow a member who is ill to participate electronically in a meeting, the County Commission will use:
 - A conference phone with a dial-in number, microphone(s), a set of speakers, and any other necessary teleconferencing communications equipment. The member who is ill will receive the dial-in number in advance to facilitate his or her participation in the meeting. At the physical meeting location, there will be (1) a microphone that allows members who are physically present at the meeting location to speak to the member who is participating electronically, and (2) a set of speakers that allows those who are physically present at the meeting location to hear the member who is participating electronically.
 - A computer or laptop utilizing video-conferencing software, microphone(s), a webcam, a set of speakers, and any other necessary video-conferencing equipment. The member who is ill will receive a dial-in number or web link in advance of the meeting to facilitate his or her participation in the meeting. To the extent possible, the webcam will be situated in the physical meeting location in such a way that the physically present members may be seen by the member who is participating remotely. A microphone will be set up to allow members who are physically present to speak to the member who is participating electronically.
- B. **Member Unable to Be Physically Present Due to Illness.** If a member of the County Commission is unable to be physically present at a meeting of the County Commission due to illness, and he or she wishes to participate electronically in the meeting, then the member shall provide written notice to the Chairman and the County Administrator at least **four** hours before the meeting. If the member who is unable to be physically present at the meeting is the Chairman, then the Chairman shall provide written notice to the County Administrator at least **four** hours before the meeting. An email is sufficient for written notice under this Electronic Meetings Policy.
- C. **Quorum Required.** A member who is unable to be physically present due to illness may only participate electronically in a meeting if a quorum of the County Commission is physically present at the meeting location.

- D. **Testing the Communications Equipment.** Immediately before the commencement of a meeting at which a member participates through electronic means, the communications equipment shall be tested to verify: (1) All participants will be able to hear one another at the same time, and (2) Interested members of the public who are present at the physical meeting location will be able to hear those who are participating electronically in the meeting.
- E. **Participation by Electronic Means.** Consistent with Ala. Code § 36-25A-5.2, participation by electronic means shall constitute presence in person at the meeting for all purposes, except for the establishment of a quorum.
- F. **Roll Call Voting.** Any vote taken at a meeting utilizing the communications equipment described in this Electronic Meetings Policy shall be taken as a roll call vote that allows each member to vote individually in a manner audible to all persons participating or present.
- G. **Recordkeeping.** Documentation of the member's request to participate electronically due to illness shall be kept by the County Commission for recordkeeping purposes. Additionally, the following information shall be noted in the meeting minutes for a meeting in which there is participation by electronic means:
 - i. The communications equipment was tested immediately before the meeting for sufficient compliance with these requirements: (1) All participants will be able to hear one another at the same time, and (2) Interested members of the public who are present at the physical meeting location will be able to hear those who are participating electronically in the meeting.
 - ii. The names of the members who were physically present at the meeting location.
 - iii. Whether a quorum of members was physically present at the meeting location.
 - iv. The names of the member or members who participated electronically in the meeting due to illness and that the member or members who participated electronically were absent due to illness.
- H. **Expense Reimbursement.** A member participating electronically in a meeting may not claim any form of reimbursement for expenses related to that meeting, including mileage.

III. Public Access.

- A. **Meetings Open to the Public.** All regular meetings of the County Commission shall be open to the public as required by the Alabama Open Meetings Act.
- B. **Accessibility.** All regular meetings of the County Commission will be conducted in a building that is open to the public. At this physical location of the meeting, all members of the public shall be able to hear all persons who are participating electronically in the meeting.

RESOLUTION NO. 2023-08

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 1545 from County Road 1474 to US Hwy 69 (Approximately 1.8 mile) 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 1545 from County Road 1474 to US Hwy 69 is set at 35 miles per hour at all times and no person shall operate a motor vehicle in excess of 35miles per hour set speed on said County Road 1545 from County Road 1474 to US Hwy 69 ;

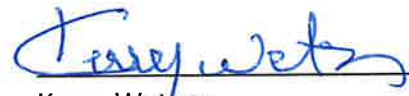
IT IS FURTHER RESOLVED that any violations of this Resolution shall be unlawful and punished pursuant to Title 32, Chapter 5A, Code of Alabama, 1975.

ADOPTED this the 20th day of December 2022.

Attest:


Tiffany Merriman,
County Clerk


Jeff Clemons,
Chairman


Kerry Watson,
Commissioner


Garry Marchman,
Commissioner



Kelly Duke,
Commissioner



Corey Freeman,
Commissioner

RESOLUTION NO: 2023-09

A RESOLUTION OF CULLMAN COUNTY, ALABAMA ("COUNTY") DIRECTING THE CLOSURE OF
COUNTY OFFICES ON DECEMBER 23, 2022

WHEREAS, the County in anticipation of below-freezing temperatures on December 23, 2022; and

WHEREAS, the County desires to close County offices out of an abundance of caution considering the number of employees that travel to and from work on potentially icy roadways.


NOW, THEREFORE, BE IT RESOLVED BY THE CULLMAN COUNTY COMMISSION that the Cullman County Courthouse and County offices, excluding the Sheriff's Office, shall be closed on Friday, December 23, 2022.

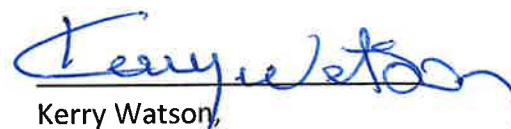
RESOLVED, that this resolution shall be made a part of the Minutes of Meeting of the Cullman County Commission at which this action has been taken. The Clerk is hereby authorized and directed to effectuate such ministerial tasks.


ADOPTED AND APPROVED by the Cullman County Commission on this the 20th day of December, 2022.

Attest:


Tiffany Merriman,
County Clerk


Jeff Clemons,
Chairman


Kerry Watson,
Commissioner


Garry Marchman,
Commissioner


Kelly Duke,
Commissioner


Corey Freeman,
Commissioner



P.O. BOX 5600
HARTFORD CT 06102

WORKERS COMPENSATION PLAN LETTER

POLICY NUMBER:
(6S60UB-6R20312-1-22)

EXPIRATION DATE 12-01-22

A/R (WCIP) #

CULLMAN COUNTY ASSOCIATION OF
VOLUNTEER FIRE DEPARTMENTS
500 2ND AVE SW RM 202
CULLMAN AL 35055-4136

Dear Policyholder:

Enclosed is your renewal quotation based on the latest payroll classification information available to us. In addition, payrolls have been increased in accordance with our established inflationary guidelines.

Your renewal premium may require future adjustment as the result of changes in the Workers Compensation insurance rates, surcharges, experience modification factors or other programs approved by your state.

IMPORTANT NOTICE

- All premiums billed under your expiring policy must be paid before your policy can be renewed. If any outstanding premiums have not been paid, please remit them immediately.
- If the payroll, classifications or other information displayed on this quote are not what you anticipate during the coming year, please advise us immediately.
- Any request to change payrolls or other information should be submitted on your company letterhead with an explanation of the reasons for the change. Appropriate tax forms are required as supporting documentation for a payroll change request. The new premium deposit should be recalculated and payment received by the due date.

- In addition, this quotation may be affected by the following rating program approved for the Alabama Workers Compensation Insurance Plan:

LSRP (Loss Sensitive Rating Program) requires mandatory participation for qualifying insureds: Employers with premium greater than \$250,000 cannot be afforded a guaranteed cost policy and will be subject to a retrospectively rated policy. Submission of your renewal deposit constitutes knowledge and acceptance of the Loss Sensitive Rating Plan to your policy.

- ***In order to avoid a lapse in coverage, your renewal payment must be received prior to the expiration date shown on your bill.*** Depending on the plan requirements, if payment is not received prior to the expiration date, either the policy will be issued with a lapse in coverage or your premium check will be returned and no policy will be issued.


THE HARTFORD
 THE HARTFORD
 P.O. BOX 5600
 HARTFORD CT 06102-5600

PREMIUM NOTICE

ASSIGNED RISK – WORKERS COMPENSATION INSURANCE

Date of Bill: 09-22-22
Policy Number: 6R203121

CULLMAN COUNTY ASSOCIATION OF
 VOLUNTEER FIRE DEPARTMENTS
 500 2ND AVE SW RM 202
 CULLMAN AL 35055-4136

DIRECT INQUIRIES TO:
 THE HARTFORD
 P.O. BOX 5600
 HARTFORD CT 06102-5600

1-800-453-9843

*Found
 in Vol. Fire
 box.
 Will be
 Ratified
 Next
 Mfg.*

Amount Due	\$ 12938
Date Due	11-17-22
Expiration Date	12-01-22

PRODUCER: KNIGHT FREE INS AGCY

TRANSACTION DESCRIPTION	AMOUNT
-------------------------	--------

AMOUNT NEEDED FOR RENEWAL:

\$ 12938

Your policy will expire on the expiration date if the renewal premium is not paid prior to the due date. If the required deposit is received by us within 60 days after policy expiration, your renewal will be effective the day after the U.S. postmark date appearing on the renewal deposit envelope or the day after electronic or telephonic submission. Monies received for deposit more than 60 days after the expiration date will be returned and the policy will not be renewed.

You are able to self-service your policy online. If you haven't already, please visit www.travelers.com/register in order to register and view your policy, make a payment, request loss runs and certificates of insurance, and more!



Renewal payments can also be made electronically at www.travelers.com/expresspay, by phone at 1-800-443-4404, or by detaching the payment stub and mailing to the return address below.



Friends of Army Aviation

Experience the Rich Heritage of Army Aviation

189 Heritage Way, Ozark AL 36360 334-445-0008

501 (C)(3) Public Education Foundation

December 14, 2022

Cullman County Commission

Attn: Kenneth Brown

This contract made on the 14th day of December 2022 between Friends of Army Aviation (FOAA) and Cullman County Commission. Both parties agree that FOAA will provide an assembled static display UH-1 helicopter, less engine and less all items inside the cabin area. UH-1 to be delivered no later than 15 April 2023. All above for the sum of \$35,000.00. Both parties also agree that one half of the funds (\$ 17,500.00) will be paid to FOAA immediately or not later than 23 December 2022.

For: Friends of Army Aviation (FOAA)

By:  Date: 12/14/22

President FOAA

For: Cullman County Commission

By:  Date: 12/20/22

Chairman Cullman County Commission

Jeff Clemons
Chairman

Kerry Watson
Commissioner, District 1

Garry Marchman
Commissioner, District 2



Kelly Duke
Commissioner, District 3

Corey Freeman
Commissioner, District 4

John Bullard
County Administrator

December 20, 2022

Dr. Michael Schendel
1812 Oxford Dr NW
Cullman, AL 35057

Dear Mr. Schendel,

It is my pleasure to inform you of your appointment to the Veteran's Memorial Park Advisory Board.

We look forward to working with you and the Board in the future.

Sincerely,

A handwritten signature in black ink that reads "Tiffany Merriman". The signature is written in a cursive, flowing style.

Tiffany Merriman
County Clerk
Cullman County Commission

Jeff Clemons
Chairman

Kerry Watson
Commissioner, District 1

Garry Marchman
Commissioner, District 2



Kelly Duke
Commissioner, District 3

Corey Freeman
Commissioner, District 4

John Bullard
County Administrator

December 20, 2022

Don Fallin
1722 Wynn Cliff Dr NE
Cullman, AL 35058

Dear Mr. Fallin,

It is my pleasure to inform you of your appointment to the Veteran's Memorial Park Advisory Board.

We look forward to working with you and the Board in the future.

Sincerely,

A handwritten signature in black ink that reads "Tiffany Merriman". The signature is fluid and cursive, with a large initial "T" and "M".

Tiffany Merriman
County Clerk
Cullman County Commission

Jeff Clemons
Chairman

Kerry Watson
Commissioner, District 1

Garry Marchman
Commissioner, District 2



Kelly Duke
Commissioner, District 3

Corey Freeman
Commissioner, District 4

John Bullard
County Administrator

December 20, 2022

Chris Denney
3874 County Road 831
Logan, AL 35098

Dear Mr. Denney,

It is my pleasure to inform you of your appointment to the Veterans Memorial Park Advisory Board.

We look forward to working with you and the Board in the future.

Sincerely,

A handwritten signature in black ink that reads "Tiffany Merriman". The signature is written in a cursive, flowing style.

Tiffany Merriman
County Clerk
Cullman County Commission

Jeff Clemons
Chairman

Kerry Watson
Commissioner, District 1

Garry Marchman
Commissioner, District 2



Kelly Duke
Commissioner, District 3

Corey Freeman
Commissioner, District 4

John Bullard
County Administrator

December 20, 2022

Waid Harbison
1007 1st St NW
Cullman, AL 35055

Dear Mr. Harbison,

It is my pleasure to inform you of your appointment to the Industrial Development Board for a term to expire 1/2029.

We look forward to working with you and the Board in the future.

Sincerely,

A handwritten signature in black ink that reads "Tiffany Merriman". The signature is fluid and cursive, with the first name being more prominent.

Tiffany Merriman
County Clerk
Cullman County Commission

Jeff Clemons
Chairman

Kerry Watson
Commissioner, District 1

Garry Marchman
Commissioner, District 2



Kelly Duke
Commissioner, District 3

Corey Freeman
Commissioner, District 4

John Bullard
County Administrator

December 20, 2022

Jason Grimmett
PO Box 111
Cullman, AL 35056

Dear Mr. Grimmett,

It is my pleasure to inform you of your reappointment to the Industrial Development Board for a term to expire 1/19/2029.

We look forward to working with you and the Board in the future.

Sincerely,

A handwritten signature in black ink that reads "Tiffany Merkinan". The signature is written in a cursive, flowing style.

Tiffany Merkinan
County Clerk
Cullman County Commission

STATE OF ALABAMA
LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)
VENDOR AGREEMENT

The undersigned (hereinafter referred to as the Vendor) hereby agrees to the following terms and conditions of the Alabama Department of Economic and Community Affairs (hereinafter referred to as the Department) in order to participate in the LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP) for the period of November 1, 2021 through September 30, 2023.

- (1) The Department, through its local administering LIHWAP agencies, shall notify the Vendor of each eligible household and the amount of assistance to be paid on behalf of the household.
- (2) The Vendor agrees that any payment amount made by the Department or its administering LIHWAP agencies, and accepted by the Vendor, shall result in the continuation of service or the prompt and timely restoration of service for a period of not less than thirty (30) days from the date the Vendor receives official notification from the local administering LIHWAP agency of the payment. Notification shall include, but may not be limited to, the receipt by the Vendor of the Vendor's copy of the LIHWAP-101 application form and shall constitute a commitment on the part of the local administering LIHWAP agency for the payment of the home drinking water and/or wastewater services provided.
- (3) The Vendor agrees to charge LIHWAP eligible households the same price charged for home drinking water and/or wastewater services billed to non-eligible households.
- (4) The Vendor agrees to charge the eligible household, in accordance with the Vendor's normal billing process, the difference between the actual cost of home drinking water and/or wastewater services and the amount of the LIHWAP payment.
- (5) The Vendor agrees to provide the Department or its administering LIHWAP agencies with at least one designated contact person who shall be available to respond by telephone and electronic mail to all reasonable inquiries regarding LIHWAP household accounts, including but not limited to bills, payments, and services.
- (6) The Vendor agrees to post all payments to customer accounts within 3-5 business days.
- (7) The Vendor agrees not to apply LIHWAP payments to account balances that have previously been written-off or fully paid with other funds.
- (8) The Vendor agrees not to apply LIHWAP payments to commercial accounts. LIHWAP payments must only be applied to residential accounts.
- (9) The Vendor agrees not to discriminate against an eligible household with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers.
- (10) The Vendor agrees to provide the Department or its administering LIHWAP agencies, upon request, written reconciliation and confirmation that benefits have been credited appropriately to households and their services have been restored on a timely basis or disconnection status has been removed, if applicable.
- (11) The Vendor agrees to refund to the local LIHWAP administering agency any remaining LIHWAP balance when the household's account is closed. The Vendor shall include the household's account name and account number for reference purposes.
- (12) The Vendor agrees to cooperate with the Department's monitoring of this Agreement, including home drinking water and/or wastewater services provided to eligible households.

- a. If requested by the Department, the Vendor agrees to provide account data including, but not limited to, annual home drinking water and/or wastewater costs, bill payment history, and/or arrearage history for no more than the previous twelve (12) monthly billing periods, as authorized by the household.
- b. The Vendor agrees to cooperate with any Federal, State, or local investigation, audit, or program review. The Vendor shall allow Department representatives access to all books and records relating to LIHWAP households for the purpose of compliance verification with this Agreement.
- c. The Vendor understands that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.

The Vendor shall observe its usual and customary practices governing the release of household account information.

- (13) The Vendor and the Department agree that any information and data obtained as to personal facts and circumstances related to households shall be collected and held confidential, during and following the term of this Agreement, and shall not be disclosed without the individual's and Department's written consent and only in accordance with federal or state law. Companies who utilize, access, or store personally identifiable information as part of the performance of this Agreement are required to safeguard this information and immediately notify the Department of any breach or suspected breach in the security of such information. The Vendor shall allow the Department to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.
- (14) The Vendor will be permanently disqualified from participating in the LIHWAP upon the first finding of LIHWAP fraud. Fraud includes, but is not limited to, intentionally providing false information to the local administering LIHWAP agency or knowingly allowing others to do so; intentional failure to notify the local administering LIHWAP agency of a change in circumstances that affects payments received by the Vendor; intentionally accepting payments that the Vendor knows, or by reasonable diligence would know, the Vendor is not entitled to by virtue of an overpayment or otherwise; or intentionally making a claim for a payment to which the Vendor is not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statutes. Repayment must be made unless contrary to a court order.
- (15) This Agreement will terminate effective immediately upon determination by the Department that the Vendor is not in compliance with the terms of this Agreement. The Vendor will be notified within 15 calendar days of the termination. Either the Department or the Vendor may terminate this Agreement with or without cause and without cost by giving the other party at least 60 calendar days written notice. Termination by either party shall not discharge any obligation owed by either party on behalf of the household that has been awarded the benefit.
- (16) The Vendor agrees to not discriminate based on race, color, religion, sex, age, national origin, or disability in its implementation of this Agreement.
- (17) The Vendor agrees that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended, by Amendment No. 26. The Vendor further agrees that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

The Vendor recognizes and acknowledges that the Department is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Article 1, Section 14, Constitution of Alabama 1901. It is further acknowledged and agreed that none of the provisions and conditions of this Agreement shall be deemed to be or construed to be a waiver by the Department of such Constitutional Immunity.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all disputes arising under the terms of this Agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

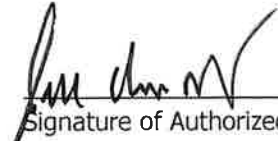
- (18) By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found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

Cullman County Commission
Vendor Name

500 2nd Ave SW
Office Mailing Address

Cullman AL 35055
City, State, Zip

(256) 775-4878
Telephone Number


Signature of Authorized Representative

Jeff "Clem" Clemons
Printed Name of Authorized Representative

Chairman
Title of Authorized Representative

12/20/22
Date

Regarding LIHWAP Payments:

Mailing Address

City, State, Zip

Printed Name of Contact Person

Telephone Number

Email Address

Client Electronic Signature Disclaimer

AGREEMENT: By signing this Electronic Signature Acknowledgment Form, I agree that my electronic signature is the legally binding equivalent to my handwritten signature. Whenever I execute an electronic signature, it has the same validity and meaning as my handwritten signature. I will not, at any time in the future, repudiate the meaning of my electronic signature or claim that my electronic signature is not legally binding.



WILLOUGHBY ROOFING & SHEET METAL, INC

Date: October 19th, 2022

To: Shane Bailey

RE: Cullman County Courthouse Entrance Roof Proposal – Cullman, AL



Base Bid: +/- 750 sf flat

Scope of Work:

1. Load new roof and prepare roof for installation.
2. Set up safety stands around perimeter of roof.
3. Set up fall protection before start of roofing application
4. Provide Lull to raise and lower materials and equipment.
5. Remove existing membrane down to insulation.
6. Furnish and install ½" cover board mechanically attached.
7. Furnish and mechanically install 50 mil Duro-last PVC membrane mechanically attached over existing insulation.
 - a. Install 5' perimeter half sheets mechanically attached at 12" on center.
8. Furnish and install membrane up and over the top of all parapet walls adhering with solvent based adhesive.
9. Flash all curbs, pipes, vents, roof drains, and any other penetrations with Duro-last PVC prefabricated membrane accessories per warranty standards.
10. Furnish and install new 24-gauge metal coping on of top parapet walls per drawings.
11. Furnish and install 22ga cleat and 24ga edge metal with over strip
12. Supply owner with manufacturers 15-year NDL system warranty and 2 year workmanship warranty.

Total: \$13,390.00

Exclusions: 1. Damage to roof caused by others. 2. Cutting of roof deck/setting of curbs.
3. Electrical. 4. Soffit 5. Wall Panels 6. Roof Hatch/Ladder

HQ 111 2nd Avenue NE Cullman, AL 35055 Phone (256) 734-1387 Fax (256) 734-1190	2125 Mullen Circle Nashville, TN 37217 800-239-8594	3210 Dauphin Island Pkwy Mobile, AL 36605 800-239-8594	Montgomery, AL 36108 800-239-8594	Sheet Metal Division 17721 US-31, Cullman, AL 35058
6822 McCutcheon Rd., Chattanooga, TN 37421 800-239-8594	Atlanta, GA 800-239-8594	Memphis, TN 800-239-8594	4919 Wesconnett Blvd., Jacksonville, FL 32210 800-239-8594	1132 N East Ave., Panama City, FL 32401 800-239-8594



WILLOUGHBY ROOFING & SHEET METAL, INC

Terms:

Payment schedule:


- 50% for materials and mobilization – Net 30 days
- 40% for completion of work - Net 30 days
- 10% close out and final inspection - Net 30 days

Any balances over 30 days may be subject to a 12% finance charge.

If you agree to the scope, pricing, and terms, please sign below in order to schedule your new roof installation.

Please Indicate which proposal you would like completed.

Base Bid: PVC ROOF SYSTEM



 Company Representative

12/20/22

 Date



 Kyle Willoughby
 Willoughby Roofing & Sheet Metal, Inc.

12/22/22

 Date

Van Willoughby, Owner of Willoughby Roofing and Sheet Metal, Inc., has served on the board of the Boys and Girls Youth Ranches of Alabama for over 20 years and donates to the cause each year from the earnings of WRSM Inc. Being able to help children in need across the state of Alabama is something that Mr. Willoughby has advocated and promoted since he became the president of WRSM Inc. We hope that you take time to view the website below to help us spread the awareness across the state.

www.alabamasheriffsyouthranches.org

**HQ 111 2nd Avenue NE
 Cullman, AL 35055
 Phone (256) 734-1387
 Fax (256) 734-1190**

**2125 Mullen Circle
 Nashville, TN 37217
 800-239-8594**

**3210 Dauphin Island Pkwy
 Mobile, AL 36605
 800-239-8594**

**Montgomery, AL 36108
 800-239-8594**

**Sheet Metal Division
 17721 US-31,
 Cullman, AL 35058**

**6822 McCutcheon Rd.,
 Chattanooga, TN 37421
 800-239-8594**

**Atlanta, GA
 800-239-8594**

**Memphis, TN
 800-239-8594**

**4919 Wesconnett Blvd.,
 Jacksonville, FL 32210
 800-239-8594**

**1132 N East Ave.,
 Panama City, FL 32401
 800-239-8594**



WILLOUGHBY ROOFING & SHEET METAL, INC

Terms and Conditions

1. **Nature of Work.** Willoughby Roofing and Sheet Metal, Inc. ("Contractor") shall furnish the labor and material to perform the work described herein or in the referenced contract documents. Contractor does not provide engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. If plans, specifications or other design documents have been furnished to Contractor, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Contractor is not responsible for loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Contractor from the contract documents. Contractor is not responsible for location of roof drains, adequacy of drainage, ponding on the roof or structural conditions.

2. **Commencement of Work.** Customer warrants that the structures on which Contractor is to work are in sound condition and capable of withstanding normal activities of roofing construction, equipment and operations. Contractor's prosecution of the roof work indicates only that the surface of the deck appears satisfactory to Contractor to attach roofing materials. Contractor is not responsible for the construction, undulations or structural sufficiency of the roof deck or other trades' work or design.

3. **Asbestos and Toxic Materials.** This proposal is based on Contractor's not coming into contact with asbestos-containing or toxic materials. Contractor is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic materials. Contractor shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site. Customer agrees to indemnify Contractor from and against any liability, damages, losses, claims, demands or citations arising out of the presence of asbestos or toxic materials at the work site.

4. **Payment.** Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work within ten (10) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to Contractor by or before the fifth (5th) day of each month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All sums not paid when due shall earn interest at the rate of 1-1/2% per month. Contractor shall be entitled to recover from Customer costs of collection, including attorney's fees, resulting from Customer's failure to make proper payment when due. Contractor's entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global, including wind uplift testing.

5. **Right to Stop Work.** The failure of Customer to make proper payment to Contractor when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Contractor, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which Contractor shall perform the work shall be extended for a period equal to the period during which the Work was suspended, and the contract sum to be paid Contractor shall be increased by the amount of Contractor's reasonable costs of shut-down, delay and start-up.

6. **Insurance.** Contractor shall carry worker's compensation, automobile and commercial general liability insurance. Contractor will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, including the labor and materials furnished by Contractor, covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted. Moneys owed to Contractor shall not be withheld by reason of any damage or claim against Contractor covered by liability or property damage insurance maintained by Contractor or claims covered under builder's risk insurance.

7. **Additional Insured.** If Customer requires and Contractor agrees to name Customer or others as additional insureds on Contractor's liability insurance policy, Customer and Contractor agree that the naming of Customer or other parties as an additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Contractor and is not intended to make the Contractor's insurer liable for claims that are due to the fault of the additional insured.

8. **Interior Protection.** Customer acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Contractor shall not be responsible for disturbance, damage, clean up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Contractor harmless from claims of tenants who were not so notified and did not provide protection.

9. **Damages and Delays.** Contractor will not be responsible for damage done to Contractor's Work by others. Any repairing of the same by Contractor will be charged as an extra. Contractor shall not be liable for liquidated or delay damages due to a delay in completion of the Project unless the delay was caused by Contractor. Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, accidents, fire, weather, vandalism, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor. In the event of these occurrences, Contractor's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

10. **Roof Projections.** Contractor will flash all projections through roofing that are shown on the architectural plans provided to Contractor and that are in place prior to installation of roofing. Any penetrations through the roofing to be installed by Contractor not shown on the plans provided to Contractor prior to submittal of this proposal or required after installation of roofing shall be considered an order for extra work, and Contractor shall be compensated at its customary time and material rates.

11. **Wind Loads or Uplift Pressures.** Design Professional is responsible to design the work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed. Contractor is not responsible for design, including calculation or verification of windload design. To the extent minimum wind loads or uplift pressures are required, Contractor's bid is based solely on manufacturer's printed test results. Contractor itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.

12. **Backcharges.** No backcharges or claims for payment of services or materials and equipment furnished by Customer to Contractor shall be valid unless previously authorized in writing by Contractor and unless written notice is given to Contractor within five (5) days of the event, act or omission which is the basis of the backcharge.

13. **Electrical Safety.** Owner warrants that there will be no live power lines on or near the roof servicing the building where Contractor will be working, and that Owner will turn off any such power supplies to avoid an electrocution risk to Contractor's employees. Contractor's price is based upon there not being electrical conduit or other materials embedded within the roof assembly or attached directly to the underside or topside of the roof deck upon which Contractor will be working. Owner will indemnify Contractor from personal injury and other claims and expenses if Owner fails to turnoff power so as to avoid injury to Contractor's personnel or resulting from the presence of concealed electrical conduit and live electrical power. Contractor is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines.

14. **Availability of Site.** Contractor shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Contractor shall not be required to begin work until underlying areas are ready and acceptable to receive Contractor's work and sufficient areas of roof deck are clear and available and free from snow, water or debris to allow for continuous full operation. The expense of any extra trips by Contractor to and from the job as a result of the job not being ready for the Work after Contractor has been notified to proceed will be charged as an extra.

15. **Warranty.** Contractor's work will be warranted by Contractor in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A facsimile of Contractor's standard warranty is attached or, if not, will be furnished upon request. Contractor SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Contractor. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of alleged defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.

16. **Existing Conditions.** Contractor is not responsible for leakage due to existing conditions through the existing roof or other portions of the building that have not yet been reroofed by Contractor.

17. **Mold.** Contractor and Owner are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Owner will make periodic inspections for signs of water intrusion and act promptly including prompt notice to Contractor if Owner believes there are roof leaks, to correct the condition. Upon receiving notice, Contractor will make roof repairs. The Owner is responsible for monitoring any leak areas and for indoor air quality. Contractor is not responsible for indoor air quality. Owner shall hold harmless and indemnify Contractor from claims due to indoor air quality and resulting from a failure by Owner to maintain the building in a manner to avoid growth of mold. Customer agrees to indemnify and hold harmless Contractor from claims brought by tenants and third parties arising from mold growth.

18. **Material Cost Escalation.** Steel products, asphalt, polyisocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Contractor. If there is a substantial increase in these or other roofing products between the date of this proposal and the time when the work is to be performed, the amount of the contract may be increased to reflect the additional cost to the roofing Contractor, upon submittal of written documentation and advance notice.

19. **Material References.** Contractor is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R-value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.

20. **Tolerances.** All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roof area.

21. **Fumes and Emissions.** Customer acknowledges that odors and emissions from roofing products will be released and noise will be generated as part of the roofing operations to be performed by Contractor. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold Contractor harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

22. **Oil-canning.** Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factor such as the length and color of the panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the roofing Contractor. The type of metal roofing panels specified can affect the degree of oil-canning. Contractor is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.

23. **Dispute Resolution.** Any dispute between the Contractor and Customer arising out of or related to the Work or this Contract (including the Interpretation of this Contract) shall be decided by arbitration. Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree to otherwise. This arbitration agreement shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator(s) shall be final and a judgment may be entered upon it in any Court having jurisdiction thereof. However, notwithstanding anything herein to the contrary and as an exception to this arbitration agreement, any claim by Contractor seeking to collect any amounts owed under this Contract may, at Contractor's sole discretion, be adjudicated through either litigation or arbitration; and, in the event that Contractor elects to proceed in litigation: (a) the state and federal courts for Cullman County, Alabama shall have exclusive jurisdiction over and be the exclusive venue for the adjudication of any such claims, and (b) Contractor and Guarantor and Customer waive any right to a jury trial in connection with any such claims.

HQ 111 2nd Avenue NE
Cullman, AL 35055
Phone (256) 734-1387
Fax (256) 734-1190

2125 Mullen Circle
Nashville, TN 37217
800-239-8594

3210 Dauphin Island Pkwy
Mobile, AL 36605
800-239-8594

Montgomery, AL 36108
800-239-8594

Sheet Metal Division
17721 US-31,
Cullman, AL 35058

6822 McCutcheon Rd.,
Chattanooga, TN 37421
800-239-8594

Atlanta, GA
800-239-8594

Memphis, TN
800-239-8594

4919 Wesconnett Blvd.,
Jacksonville, FL 32210
800-239-8594

1132 N East Ave.,
Panama City, FL 32401
800-239-8594

CULLMAN COUNTY COMMISSION

Commission Meeting Dates for 2023

Month	Date	Time	Location
January 2023	Tuesday, January 10	6:00 pm	Commission Meeting Room
February 2023	Thursday, February 23	6:00 pm	Commission Meeting Room
March 2023	Tuesday, March 21	6:00 pm	Commission Meeting Room
April 2023	Tuesday, April 18	6:00 pm	Commission Meeting Room
May 2023	Tuesday, May 16	6:00 pm	Commission Meeting Room
June 2023	Thursday, June 22	6:00 pm	Commission Meeting Room
July 2023	Tuesday, July 18	6:00 pm	Commission Meeting Room
August 2023	Tuesday, August 15	6:00 pm	Commission Meeting Room
September 2023	Tuesday, September 19	6:00 pm	Commission Meeting Room
October 2023	Tuesday, October 17	6:00 pm	Commission Meeting Room
November 2023	Tuesday, November 14	6:00 pm	Commission Meeting Room
December 2023	Tuesday, December 12	6:00 pm	Commission Meeting Room

* Meetings are normally held on the third Tuesday of each month unless there is a Monday holiday, then it is held on Thursday of that week.

* November and December are scheduled a week prior to holidays.

Dumpsters will be set Thursday December 22 and picked up Tuesday December 27. These will be set for extra Christmas trash and boxes. They are not for furniture or other items.

Locations: Cold Springs School

Hanceville armory

Crane Hill Sheriff annex

West Point Town Hall

The old hanger at Joppa

East side Road Department

Vinemont Providence fire station 1

Shaw's old restaurant in Holly Pond

Good Hope Sheriff annex

Cullman County Commission

Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 12-5-22

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 #: 3491 Property Decal #: _____

Serial # or VIN: 1GTEC14VLYE321603 Tag # 2712308

Description: 2000 GMC Sierra

Reason for disposal: Trash trucks for CHRIS. Received it better way from animal control

Department: Commission (Courthouse)

Department Head Signature: 

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: ML Date: 12/5/22

Cullman County Commission
Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 12-13-22

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: GovDeals X Scrap _____ Sealed Bid _____

To be Donated to: _____

Asset #: 2846 Property Decal #: _____

Serial # or VIN: 1FD0W4HT9EEA26624 Tag # 54116 C0

Description: 2014
2013 Ford F-450

Reason for disposal: no longer needed

Department: water

Department Head Signature: kip jones

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: ML Date: 12/13/22

Cullman County Commission
Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 12-13-22

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: GovDeals X Scrap _____ Sealed Bid _____

To be Donated to: _____

Asset #: 2752 Property Decal #: _____

Serial # or VIN: 3HAMBAAR2DL236426 Tag # 52750C0

Description: 2013
~~2012~~ International minister

Reason for disposal: No longer needed

Department: Water

Department Head Signature: Big James

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: ML Date: 12/13/22

Cullman County Commission
Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 12-13-22

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: GovDeals X Scrap _____ Sealed Bid _____

To be Donated to: _____

Asset #: _____

Property Decal #: _____

Serial # or VIN: 1L0JK34D37E104092
2007

Tag # 45607 CO

Description: 2006 Chevrolet 3500

Reason for disposal: No longer needed

Department: Water

Department Head Signature: Wif James

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: ML Date: 12/13/22

Cullman County Commission
Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 12/13/22

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: GovDeals 1 Scrap _____ Sealed Bid _____

To be Donated to: _____

Asset #: 2747 Property Decal #: _____

Serial # or VIN: 16URKPE72L2253871 Tag # 52722 CO

Description: 2012 Chevrolet Silverado 1500

Reason for disposal: No longer needed

Department: Water

Department Head Signature: Kip James

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: ML Date: 12/13/22

Cullman County Commission

Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 12-13-22

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: GovDeals ✓ Scrap _____ Sealed Bid _____

To be Donated to: _____

Asset #: 3066 Property Decal #: _____

Serial # or VIN: 1FTFX1EF36FA72873 Tag # 42214 CO

Description: 2016
2015 Ford F-150

Reason for disposal: no longer needed

Department: Water

Department Head Signature: Kip Jones

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: ML Date: 12/13/22

Cullman County Commission

Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 12-13-22

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: GovDeals X Scrap _____ Sealed Bid _____

To be Donated to: _____

Asset #: 2702 Property Decal #: _____

Serial # or VIN: 3G6PK5E71L6167194 Tag # 52186 C0

Description: 2012 Chevrolet Silverado 1500

Reason for disposal: no longer needed

Department: Water

Department Head Signature: Chip James

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: ML Date: 12/13/22

Cullman County Commission
Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 12-13-22

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: GovDeals X Scrap _____ Sealed Bid _____

To be Donated to: _____

Asset #: _____ Property Decal #: _____

Serial # or VIN: T 8 09105 Tag # _____

Description: McElroy Manufacturing Pipe w/plyr
Track Tractor 28

Reason for disposal: Beyond Repair

Department: water

Department Head Signature: Chip Jones

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: ML Date: 12/13/22
not located in Commission file

Cullman County Commission

Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 12-13-22

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: GovDeals X Scrap _____ Sealed Bid _____

To be Donated to: _____

Asset #: _____ Property Decal #: _____

Serial # or VIN: NA Tag # _____

Description: Honda generator 3500

Reason for disposal: non-repairable

Department: Water

Department Head Signature: V.P. James

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: ML Date: 12/13/22
No Paperwork in Commission Files

Cullman County Commission
Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 12-13-22

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: GovDeals X Scrap _____ Sealed Bid _____

To be Donated to: _____

Asset #: _____ Property Decal #: _____

Serial # or VIN: NA Tag # _____

Description: Biggs and Strutton Tiller 4.9 HP

Reason for disposal: Are longer needed

Department: WATER

Department Head Signature: [Signature]

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: ML Date: 12/13/22
No Paperwork in Commission files

Cullman County Commission
Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 12-14-22

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: GovDeals _____ Scrap _____ Sealed Bid _____

To be Donated to: Town of Gordon City \$200.00
5011

Asset #: _____ Property Decal #: _____

Serial # or VIN: _____ Tag # _____

Description: FRONT loader attachment for skid steer

Reason for disposal: NO longer needed

Department: water

Department Head Signature: V. J. James

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: 12/14/22

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 _____ Sealed Bid _____

Other: _____

Asset #: _____ Property Decal #: 1958

Serial # or VIN: 3C4NJDABXJT456070 Tag # 42571CO

Description: 2018 Jeep Compass (SILVER)

Reason for disposal: Acquired newer vehicle better suited to department needs

Department: Reappraisal

Department Head Signature: 

Transferred to: Airport

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

BID

NO.1421

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Monday, November 21, 2022 in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for one (1) or more Industrial Standup Fogger(s) and Backpack Fogger w/extra battery to be purchased by the Cullman County Detention Center located at 1900 Beech Ave SE Cullman, Alabama 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.

Bid responses must be returned in a sealed envelope, clearly marked as a bid with the bid number and your company name on the outside.

COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT
(ACT 2011-535, AS AMENDED BY ACT 2012-491)

By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. The Contractor is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control

**W-9 TAX DOCUMENTS and E-VERIFY ARE REQUIRED TO BE SUBMITTED WITH THIS BID.
FAILURE TO DO SO WILL RESULT IN REJECTION OF BIDDERS SUBMITTAL**

FAILURE TO COMPLY WITH ANY/ALL BID SPECIFICATIONS WILL RESULT IN LOSS OF BID CONTRACT.

Bid Price: \$ \$ 34,284.00

APEIRO SOLUTIONS

Company
Representative

MATT SCOTT

Name of Authorized

412 CRESCENT CIR

Mailing Address

256-709-1521

Area Code & Phone Number

BIRMINGHAM, AL 35242
City, State, Zip Code

BID SPECIFICATIONS

For the Acquisition of the following:

This bid consists of an industrial-grade standup unit and two (2) backpack foggers with extra batteries. Bid will also include surface and air testing equipment/supplies and 32-gallons of Hypochlorous Acid (HOCL) dry fog killing agent

One (or more) Industrial Standup Dry Fogger Unit(s)
Two (or more) Backpack Dry Fogger Unit(s) w/extra battery elements.
Surface Testing Equipment and Supplies
Covid Surface Tests
Air Quality Testing Equipment and supplies

Equipment must meet or exceed the following minimum requirements:

• Industrial Standup Dry Fogger Unit

1. Standalone unit – can be left alone while fogging
2. Mobile Wheeled Cart
3. Capability to attach a fog wand for manual use
4. 5-Gallon pressurized tank
5. Portable 155 PSI / 1.5 HP air compressor
6. Electrical Powered
7. Utilizes Hypochlorous Acid Killing Agent
8. 5-Log Kill Rate (inactivation of 99.999% of microbe/colony units)
9. Distributes 5-micron sized fog
10. 4-head nozzle/fogger
11. Kills pathogens on surfaces and in the air
12. Equipped with “collision technology” to produce a TRUE dry fog
13. 2-Year Warranty

• Backpack Dry Fogger Unit

1. Mobile Unit
2. Wand for dry fog (HOCL) distribution
3. Two (2) 12V 10Ah Lithium Batteries
4. Utilizes Hypochlorous Acid Killing Agent
5. 5-Log Kill Rate (inactivation of 99.999% of microbe/colony units)
6. Distributes 5-7 micron sized fog
7. Kills pathogens on surfaces and in the air
8. Equipped with a single head fogging nozzle
9. Equipped with “collision technology” to produce a TRUE dry fog
10. Can produce dry and/or wet applications
11. 2-Year Warranty

• Surface and Air Testing Equipment/Supplies

1. Surface testing equipment w/100 surface testing swabs
2. Air Quality Equipment
3. Air Quality Testing
4. Covid Surface tests

• Hypochlorous Acid (HOCl) Killing Agent

1. Air-Surface (hard & soft) hospital grade disinfectant

It is the responsibility of perspective bidders to visit the Cullman County Detention Center facilities to ensure that the bidder has a full understanding of the facility layout and areas to be covered.

Bidder is responsible for all ensuring that all equipment and/or supplies are included in the submitted bid.

A time frame to project completion and training of the facility staff must be included in bid responses.

Model numbers and/or brand name for equipment listed is for reference only. The Cullman County Sheriff's Office/Detention Center will consider any brand or model as long as the equipment meets or exceeds stated requirements.

**INCOMPLETE AND/OR LATE SUBMISSIONS WILL NOT BE
CONSIDERED**

BID: #1421

BID DATE: 11/15/2022

**Apeiro Solutions LLC
4112 Crescent Circle
Birmingham, AL 35242
(205) 709-1521
apeirosolutions22@gmail.com**

**To: Cullman County Courthouse
500 2nd Ave SW
Cullman, AL 35055**

Attn: Cullman County Commission BID #1421

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
2	IKEUCHI Dry Fog Disinfection Backpack	\$12,005.00	\$24,010.00
1	XINHOU Industrial Stand-up Dry Fog Unit	\$6,200.00	\$6,200.00
1	Kikkoman Lumitester Smart A3 Surface Testing System	\$1,600.00	\$1,600.00
Pack (100)	LuciPac A3 Surface Swabs	\$275.00	\$275.00
1	Temtop PMD 331 Particle Counter Air Quality Tester	\$1,399.00	\$1,399.00
32 Gallons	Paerosol HOCL Hospital Grade Disinfectant	\$25.00	\$800.00
1	Extra Backpack Battery	No Charge	No Charge
			BID TOTAL = \$34,284.00

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Monday, November 21, 2022 in Room 105 of the Cullman County Courthouse, Cullman, Alabama. for one (1) or more Industrial Standup Fogger(s) and Backpack Fogger w/extra battery to be purchased by the Cullman County Detention Center located at 1900 Beech Ave SE Cullman, Alabama 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.

Bid responses must be returned in a sealed envelope, clearly marked as a bid with the bid number and your company name on the outside.

COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT

(ACT 2011-535, AS AMENDED BY ACT 2012-491)

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W-9 TAX DOCUMENTS and E-VERIFY ARE REQUIRED TO BE SUBMITTED WITH THIS BID. FAILURE TO DO SO WILL RESULT IN REJECTION OF BIDDERS SUBMITTAL

FAILURE TO COMPLY WITH ANY/ALL BID SPECIFICATIONS WILL RESULT IN LOSS OF BID CONTRACT.

Bid Price: \$ 102,587.73.....

TOMI Environmental Solutions, Inc.
Company

8430 Spires Way, Suite N
Mailing Address

Frederick, MD 21701
City, State, Zip Code

Elissa J. Shane
Name of Authorized Representative

800-525-1698
Area Code & Phone Number

BID SPECIFICATIONS

For the Acquisition of the following:

This bid consists of an industrial-grade standup unit and two (2) backpack foggers with extra batteries. Bid will also include surface and air testing equipment/supplies and 32-gallons of Hypochlorous Acid (HOCL) dry fog killing agent

One (or more) Industrial Standup Dry Fogger Unit(s)

Two (or more) Backpack Dry Fogger Unit(s) w/extra battery elements.

Surface Testing Equipment and Supplies

Covid Surface Tests

Air Quality Testing Equipment and supplies

Equipment must meet or exceed the following minimum requirements:

- **Industrial Standup Dry Fogger Unit**

1. Standalone unit - can be left alone while fogging
Automated/remote controlled system with downloadable data sets.
2. Mobile Wheeled Cart
Fully transportable.
3. Capability to attach a fog wand for manual use
Device can be used to spray surface and objects using a hand-held applicator with push-to-spray application, or mounted on the included orbital stands (tripods) for whole-room disinfection/decontamination.
4. 5-Gallon pressurized tank
1-gallon bottle of Binary Ionization Technology (BIT) Solution.
5. Portable 155 PSI/ 1.5 HP air compressor
130 PSI / .5 HP air compressor.
6. Electrical Powered
110 volt outlet.
7. Utilizes Hypochlorous Acid Killing Agent
Utilizes a solution comprised of 7.8% hydrogen peroxide as a sole active ingredient.
8. 5-Log Kill Rate (inactivation of 99.999% of microbe/colony units)
6-log (99.9999%) or higher kill rate on contact.
9. Distributes 5-micron sized fog
0.05-3 microns.
10. 4-head nozzle/fogger
Three (3) handheld sprayers.
11. Kills pathogens on surfaces and in the air
Application is a visible fog that moves like gas through the area being treated. Kills bacteria and inactivates viruses on contact.
12. Equipped with "collision technology" to produce a TRUE dry fog
Please reword for clarity. Leaves condensation which quickly dissipates.
13. 2-Year Warranty
One (1) year (voided if seal is broken). Extended warranty available.

- **Backpack Dry Fogger Unit**

1. Mobile Unit
Cordless and compact.
2. Wand for dry fog (HOCL) distribution
The SteraMist Applicator distributes BIT Solution with an air and fluid spray system and generates ionized Hydrogen Peroxide (iHP) mist after passing through the cold plasma arc.
3. Two (2) 12V 10Ah Lithium Batteries
Proprietary 12v battery included.
4. Utilizes Hypochlorous Acid Killing Agent
Utilizes a solution comprised of 7.8% hydrogen peroxide as a sole active ingredient.
5. 5-Log Kill Rate (inactivation of 99.999% of microbe/colony units)
6-log (99.9999%) or higher kill rate on contact.
6. Distributes 5-7 micron sized fog
0.05-3 microns.
7. Kills pathogens on surfaces and in the air
Application is a visible fog that moves like gas through the area being treated. Kills bacteria and inactivates viruses on contact.
8. Equipped with a single bead fogging nozzle
The SteraMist Applicator distributes BIT Solution with an air and fluid spray system and generates ionized Hydrogen Peroxide (iHP) mist after passing through the cold plasma arc.
9. Equipped with "collision technology" to produce a TRUE dry fog
Please reword for clarity. Leaves condensation which quickly dissipates.
10. Can produce dry and/or wet applications
SteraMist has no required wet contact time. After treatment, all surfaces will be covered with mist/fog, similar to the way a mirror fogs after a shower. It will quickly evaporate.
11. 2-Year Warranty
One (1) year (voided if seal is broken). Extended warranty available.

- **Surface and Air Testing Equipment/Supplies**

1. Surface testing equipment w/100 surface testing swabs
Stainless steel ribbons or biological indicator discs inoculated with geobacillus stearothermophilus for use with culture media tryptic soy broth (contains bromocresol purple).
2. Air Quality Equipment
Dräger X-am 5100 Monitor, PortaSens II Portable Gas Detector.
3. Air Quality Testing
Dräger X-am 5100 Monitor, PortaSens II Portable Gas Detector.
4. Covid Surface tests
TOMI's Binary Ionization Technology (BIT) Solution, used exclusively in tandem with SteraMist equipment, is currently listed on the EPA's List G for Norovirus, List H for MRSA, List K for Clostridium difficile spores, List L for Ebola, List M for H1N1, and List N: Disinfectants for Use Against SARS-CoV-2.

- **Hypochlorous Acid (HOCl) Killing Agent**

1. Air-Surface (hard & soft) hospital grade disinfectant
The EPA registered SteraMist as the only equipment and solution combination for Hospital-Healthcare disinfection and general/multiple-use disinfection (EPA Reg.

#90150-2). Registered with the U.S. FDA as a disinfectant medical device (Reg. #3012117386).

It is the responsibility of perspective bidders to visit the Cullman County Detention Center facilities to ensure that the bidder has a full understanding of the facility layout and areas to be covered.

Bidder is responsible for all ensuring that all equipment and/or supplies are included in the submitted bid.

A time frame to project completion and training of the facility staff must be included in bid responses.

Model numbers and/or brand name for equipment listed is for reference only. The Cullman County Sheriffs Office/Detention Center will consider any brand or model as long as the equipment meets or exceeds stated requirements.

**INCOMPLETE AND/OR LATE SUBMISSIONS WILL NOT BE
CONSIDERED**

8430 Spires Way, Suite N
 Frederick, MD 21701
 800-525-1698
 order@tomimist.com

11/8/2022

Quoted To:

Cullman County Commission
 500 2nd Avenue SW, Room 105
 Cullman, AL 35055
 United States

TOTAL

\$102,587.73

Date Initiated	Exp. Date	Payment Terms	Shipping Method	Sales Manager	Sales Rep
11/8/2022	12/8/2022	100% Due Prior to Shipment	Other	Elissa J Shane	TOMI Corporate : E.J. Shane

Quantity	Item	Rate	Amount
1	ENV-303-110 SteraMist_ Vertical Environment System - 110v/120v Includes Three Remote Applicators, Three stands and mounts, One Tool Kit, One DI Water Cartridge	\$73,430.00	\$73,430.00
2	S-PAK SteraPak - the fully portable back-mounted SteraMist® disinfection unit. Includes a SteraMist Handheld Applicator with 4' cord and one SteraPak Battery and Charger	\$7,500.00	\$15,000.00
1	ATI-0998 PortaSens® II Portable Gas Detector with H2O2 Sensor - for use with the SteraMist® Environment System, includes a 0/200 PPM Sensor	\$3,640.00	\$3,640.00
1	DRA-510 Dräger® X-am 5100 Portable H2O2 Monitor - for use as a sentinel when using the SteraMist Equipment	\$2,102.00	\$2,102.00
4	BIT-400 DOMESTIC SteraMist_ BIT_ Solution Cartridge 1 Gallon/3.79 Liters - Domestic	\$177.00	\$708.00
1	BIT-100 DOMESTIC A single case of eight (8) 32 fluid-ounce bottles of BIT Solution Domestic. FOR USE WITH THE STERAPAK.	\$334.00	\$334.00
1	MESA-327 Biological Indicators Stainless Steel Ribbons Inoculated with G. Stearothermophilus, 10^6 (100/BX)	\$1,615.95	\$1,615.95
1	MESA-160 Mesa Culture Media Tryptic Soy Broth w/Bromocresol Purple (100/BX)	\$432.78	\$432.78
1	SUP-100 Continued Training and Support Package	\$5,000.00	\$5,000.00

Project to be completed within 30 days of PO receipt.



QUO12152



8430 Spires Way, Suite N
Frederick, MD 21701
800-525-1698
order@tomimist.com

SteraPak Quote

#QUO12152

11/8/2022

Subtotal	\$102,262.73
Est. Freight	\$325.00
Tax Total	\$0.00
Total	\$102,587.73





TERMS AND CONDITIONS

All pricing in USD; may exclude any applicable freight, insurance, shipping and handling charges (including applicable VAT and customs fees), and sales tax;

- TOMI highly recommends a H₂O₂ Monitor is recommended but it is not required for the purchase of a SteraPak
- SteraMist SteraPak purchase includes a user manual, reference guide, and training video.
- TOMI formal hands-on SteraPak Training and Onboarding is available at an extra cost.
- TOMI reserves the right to change the Terms and Conditions; and
- For any questions regarding this Quote, please contact your TOMI Sales Representative or email ejshane@tomimist.com.

1. Applicability.

- a. These Terms and Conditions (these “**Terms**”) and the accompanying Sales Order (the “**Sale Confirmation**”) and, together with the Terms, this “**Agreement**”) govern the potential sale of equipment and other products (“**Goods**”) by TOMI Environmental Solutions, Inc. (“**TOMI**”) to the customer (“**Customer**”) named on the Sale Confirmation, comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements and communications, both written and oral. In the event of any conflict between these Terms and the Sales Confirmation, these Terms shall apply unless the Sales Order expressly references the provision of these Terms to be superseded.

2. Delivery.

- a. Unless otherwise agreed in writing by the parties, TOMI shall deliver the Goods FOB (TOMI’s facility in Frederick, MD, USA). Customer shall be responsible for all shipping and handling costs. Risk of loss of Goods shall transfer to Customer upon delivery and TOMI shall not be liable for any delays, loss or damage in transit.
- b. TOMI may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Customer. Each shipment will constitute a separate sale, and Customer shall pay for the Goods shipped whether such shipment is in whole or partial fulfillment of Customer’s purchase order.

3. Pricing and Payment Terms

- a. Pricing and General Payment Terms. All pricing is in U.S. dollars. Pricing excludes and Customer shall be responsible for all (i) applicable sales, use and excise taxes and any other similar taxes, duties and charges, (ii) certificate of origin fees and (iii) shipping and handling costs.
- b. Domestic Payment Terms. For Customers formed under the laws of one of the United States:
 - i. A 50% deposit is required to initiate shipping with 50% balance due prior to shipping unless prior credit approval is obtained then Net 30 from invoice date.
 - ii. Customer will not be refunded the 50% deposit for orders cancelled prior to shipment.
- c. Foreign Payment Terms. For Customers not formed under the laws of one of the United States, TOMI will not ship Goods until it has received payment in full of the price of the Goods.
- d. Late Payments. Customer shall pay interest on all late payments at the lesser of 1.0% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse TOMI for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees. In addition to all other remedies available under these Terms or at law (which TOMI does not waive by the exercise of any rights hereunder), TOMI shall be entitled to suspend the delivery of any Goods if Customer fails to pay any amounts when due under this Agreement.
- e. Return Goods Authorization Number (RGA #) will be issued upon written approval. The RGA # must be clearly written on the outer package of the Product(s) being returned. Product(s) returned without an RGA # will not be accepted. Request for return authorization must include (i) Reason for the return and (ii). Quantity, lot number and/or Product number. Acceptable Returns includes (i) Product damaged at the time it was received, (ii) Product shipped in error by Seller, (iii) Product returned within 20 days from date of delivery in saleable condition with written authorization. Allowances for Acceptable Returns include a (i) Full credit will be issued on Product authorized for returns, (ii) There will be a restocking charge of 20% of Product invoice value for merchandise returned, (iii) All Product must be sent freight prepaid by Customer unless the return is at fault of TOMI at which a credit will be issued for freight charges of the return shipment, and (iv) Credits will be issued after receipt and inspection of returned Products. Please do not credit your own account.

Non-acceptable Returns include: (i) Products held over 20 days, (ii) Products not in original case or in less than case quantities, (iii) Discontinued or redesigned Products, (iv) Products in unusable condition, and/or (v) Special order Products.

4. Limited Warranty.

- a. Subject to the limitations below, TOMI warrants to the original purchaser that the Goods purchased shall be free from material defects in material and workmanship for a period of one year from date of shipment, per the packing slip.
- b. The warranty set forth in Section 4 (a) shall not apply:
 - i. if any chemical, other than the approved TOMI's SteraMist™ Products, SteraMist™ Technology, BIT™ solution is used with the Goods;
 - ii. if parts not made or supplied by TOMI have been used in connection with the Goods;
 - iii. to Goods that have been installed, repaired, maintained or modified other than in compliance with the documentation furnished to Customer by TOMI;
 - iv. to Goods that have been subjected to misuse (including use in conjunction with electrically or mechanically incompatible hardware), abuse, accident, physical damage, abnormal operation, improper handling, neglect, exposure to fire, water or excessive moisture or dampness or extreme changes in climate or temperature;
 - v. to Goods on which calibration or warranty stickers or serial numbers have been removed, altered, or rendered illegible;
 - vi. to damage as a result of fire, flood, acts of God or other acts which are not the fault of TOMI and which the Goods are not specified to tolerate, including damage caused by mishandling, and shipping;
 - vii. to any Goods that have been opened, repaired, modified, or altered by anyone other than TOMI or a TOMI authorized service provider;
 - viii. to normal maintenance, service, calibration, and replacement items or to normal deterioration of such things as, but not limited to, hoses and exterior finish, due to use and exposure; or
 - ix. If payment in full for the Goods has not been received by TOMI.
- c. If Customer returns defective Goods to TOMI or a TOMI authorized service center within the applicable warranty period and TOMI reasonably determines that such Goods are defective and covered by the warranty above, TOMI shall, as Customer's sole and exclusive remedy for breach of warranty and at TOMI's option, either (i) repair the defective Goods, (ii) replace the defective Goods with a new or a rebuilt unit, which may contain refurbished parts of similar quality and functionality, or (iii) refund the purchase price for the defective Goods. After the applicable warranty period, Customer must pay all shipping, parts, and labor charges.
- d. EXCEPT AS EXPRESSLY INDICATED IN SECTION 4(c), IN NO EVENT WILL TOMI BE LIABLE FOR ANY DAMAGES CAUSED BY THE GOODS OR THE FAILURE OF THE GOODS TO PERFORM. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 4(a) (AS LIMITED BY SECTION 4(b)), TOMI MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING, BUT NOT LIMITED TO, ANY (i) WARRANTY OF MERCHANTABILITY, (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (iii) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. This Section 4(d) shall survive termination or expiration of this Agreement.

5. Limitation of Liability.

- a. IN NO EVENT SHALL TOMI BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT TOMI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b. IN NO EVENT SHALL TOMI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO TOMI FOR THE GOODS SOLD TO CUSTOMER UNDER THIS AGREEMENT IN THE PRIOR 12 MONTH PERIOD.
- c. This Section 5 shall survive termination or expiration of this Agreement.

6. TOMI Intellectual Property.

- a. In return for favorable pricing of the Goods, the license granted to Customer in this Section 6.a and for other consideration provided in this transaction, Customer and TOMI agree that all technology, discoveries, inventions, developments, modifications, processes, innovations, updates, enhancements and improvements (whether or not protectable by patent or other intellectual property rights) that are conceived, discovered, invented, developed, created, made or reduced to practice by either or both Customer or TOMI or their respective employees, advisors, directors, officers, dealers, contractors, customers, or agents ("Representatives") and that are related to the Goods shall collectively constitute "TOMI IP" and shall be the sole and exclusive property of TOMI. Customer shall promptly disclose to TOMI any such TOMI IP made in whole

or in part by Customer or its Representatives (“**Customer Made IP**”). TOMI grants to Customer a non-exclusive, non-transferable license under the Customer Made IP solely for Customer’s use with the Goods provided hereunder.

- b. Customer hereby assigns, and shall procure that its Representatives assign, to TOMI the entire worldwide right, title and interest in and to any and all TOMI IP. If Customer is not permitted by applicable law to assign any TOMI IP to TOMI or the assignment provision in this Section 6 is not enforceable, Customer hereby grants TOMI a perpetual, irrevocable, exclusive, world-wide, royalty-free, sublicensable, freely-assignable license in all fields to such TOMI IP and agrees not to bring any action, claim or proceeding against TOMI or any of its customers, sublicensees or assignees for the use or exploitation of such TOMI IP.
- c. Customer shall assist and cooperate with TOMI at TOMI’s expense in perfecting, maintaining, and defending the rights granted to TOMI in this Section 6, including the provision of any requested documentation necessary for prosecution or maintenance of patents claiming such TOMI IP, and the execution of any required documents therefor. Customer further agrees not to claim or assert that it is the owner or inventor of any TOMI IP or the manufacturer or developer of any TOMI equipment or products. Customer agrees not to sell any equipment or products incorporating any TOMI IP or to file any patent applications directed to or incorporating any TOMI IP. Customer agrees not to reverse engineer the Goods or to incorporate any portions of the Goods in Customer’s own equipment or products. Customer further agrees not to cover or substantially obscure any TOMI trademark with Customer’s stickers or insignias or otherwise obscure, remove or alter any TOMI trademark on any Goods. Customer will not hold itself out as a distributor of the Goods.
- d. This Section 6 shall survive termination or expiration of this Agreement.

7. Miscellaneous.

- a. Force Majeure. TOMI shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of TOMI including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party’s workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.
- b. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of TOMI. Any purported assignment or delegation in violation of this Section 7.b is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.
- c. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express, or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever.
- d. Amendments. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.
- e. Waiver. No waiver by TOMI of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by TOMI. The waiver by TOMI of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
- f. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- g. Governing Law and Choice of Forum. This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of California, without regard to the principles of conflicts of laws. Any action to enforce this Agreement shall be brought only in Los Angeles, California.

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Monday, November 21, 2022 in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for purchase and installation of one (1) or more Full-Body Scanners with Thermal Sensor to installed at the Cullman County Detention Center located at 1900 Beech Ave SE Cullman, Alabama 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.

Bid responses must be returned in a sealed envelope, clearly marked as a bid with the bid number and your company name on the outside.

COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT

(ACT 2011-535. AS AMENDED BY ACT 2012-491)

By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. The Contractor is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control

W-9 TAX DOCUMENTS and E-VERIFY ARE REQUIRED TO BE SUBMITTED WITH THIS BID. FAILURE TO DO SO WILL RESULT IN REJECTION OF BIDDERS SUBMITTAL

FAILURE TO COMPLY WITH ANY/ALL BID SPECIFICATIONS WILL RESULT IN LOSS OF BID CONTRACT.

Bid Price: \$ 146,000.00

LINEV Systems, Inc.
Company
13631 Poplar Circle
Mailing Address
Conroe, TX 77304
City, State, Zip Code

Emily Fain
Name of Authorized Representative
936.588.2064
Area Code & Phone Number

COVER LETTER

November 17, 2022

RE: Full Body Scanner External and Internal

Dear Commissioners,

LINEV Systems, a world leader in the design and manufacture of X-Ray Security Screening Systems, is pleased to submit the attached response to the subject Request for Proposal. We understand not only the importance of keeping contraband out of your jail, but your staff and the incarcerated populations safe and that this is your primary objective. We also understand the visibility that this program has within your County and with its constituents.

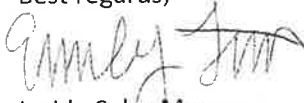
Founded in 2006, LINEV Systems has over 15 years of experience in security X-ray imaging and specializes in Full Body Scanners, Baggage X-ray Systems, and Cargo Screening Solutions. The benchmark for imaging and detection performance, LINEV's line of full body scanners are installed in over 600 locations nationwide. In fact, Alabama Department of Corrections has trusted LINEV Systems for their contraband interdiction efforts with 34 x-ray scanners deployed throughout the state including 4 mobile inspection units. Morgan County purchased a baggage scanner in 2018 for their courthouse, another one in 2019, and in 2020 they purchased a third baggage scanner and a full body scanner for the jail. Jefferson County Jail has two full body scanners and a mattress scanner which were installed in 2020.

LINEV Systems is a certified U.S. small business and the exclusive source for LINEV products in the United States of America. We develop and proudly manufacture our industry-leading imaging systems in Conroe, Texas to meet today's security challenges with the innovation and quality to perform in tomorrow's world. We are the leading supplier of Full Body Security and Detection Systems in the United States.

Our dedicated Cullman County team consisting of our Regional Sales Manager, Service Administrator, and Service Manager will facilitate a smooth transition from Contracting, through Site Survey, Delivery, Installation, Training and 36-months of Parts and Labor. We assist the County with their registration requirements for the State of Alabama, we have a 24/7/365 toll-free Service Number (844-989-6789), and we have fifteen (15) dedicated field service engineers to support our install base.

It is our sincere desire that the stakeholders of Cullman County make their decision with confidence to work with LINEV Systems, the market leader in full-body scanners, based on the information provided in this bid document as well as feedback received from the satisfied customer references provided.

Best regards,



Inside Sales Manager
efain@linevsystems.com
936.588.2064

EXECUTIVE SUMMARY

LINEV is the original developer and patent holder of Transmission X-ray Full Body Scanners (U.S. Patent# 7,016,473, B1), Dual View Body Scanners (U.S. Patent# 9,392,983 B2) and Narcotics Detection (U.S. Patent# 9,576,219 B2).

LINEV Systems is the world's leading supplier of Full Body X-ray security systems

- 1,500 + Full Body X-ray systems globally
- 750 + systems in the US
- 500 + Dual-View Full Body X-ray systems
- 50 + CLEARPASS Full Body X-ray systems

LINEV Systems Inc., the premier manufacturer and inventor of through-the-body security X-ray technology, is pleased to respond to the Request for Proposal with our **CLEARPASS** full body scanner. This system meets, and in many cases exceeds, the specifications outlined in your Scope of Work.

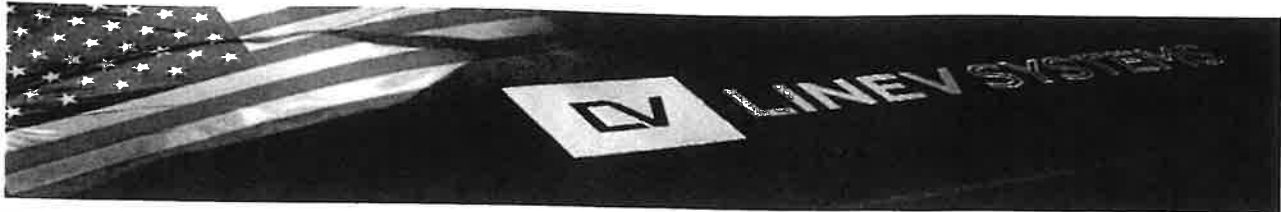
When considering any body scanner technology for your facility, it is critical to understand your exact needs. First and foremost, agencies should consider Body Scanner technology based on their ability to detect all forms of contraband. We all know that narcotics has become this biggest risk throughout the corrections industry, and for this the end user needs all the performance and tools available to combat these risks. The key parameters to take into consideration when evaluating Body Scanner technology should be as follow, in order of priority:

1. Scan Image Quality
2. Scan Image acquisition time (Time from scan start till time image displayed on operator monitor)
3. Operator Interface ease of use
4. Operator image evaluation support tools
5. Scan Area (The area the scanner can cover during a scan) Small compact scanners compromise on the scan area simply due to physics, typical max height is +/- 6'1"
6. ADA Complaint
7. Working Dimensions (Includes: scanner dimensions, operator workstation dimensions including working area, passageways in and out of the scanner and the required radiation safety zones, set for highest operational dose)

All other requirements should be considered as secondary; including:

1. Moveability (Most States require the site survey to be redone every time a scanner is moved)
2. Scanner Dimensions only. (While dimension can be important if space is limited this should not be a reason to compromise on any of the parameters that was the main motivation for the technology in the first place.

LINEV Systems is committed to partnering with Cullman County and helping the Detention Center meet its objectives. Our CLEARPASS full body scanning system with DruGuard® is the most advanced, best performing system in its class. Along these lines, we are confident that it is the best tool to support the County's interdiction and detection efforts. Leveraging the patented technology and vast install base highlighted above, LINEV Systems recommends the CLEARPASS Full Body Scanning System with DruGuard® - our patented Narcotics Detection Algorithm.



13631 Poplar Circle
 Conroe, TX 77304
 Phone: 936.588.2064
 Emily Fain
efain@linevsystems.com

DATE	11/17/2022
QUOTE #	EF112122CAL
VALID UNTIL	1/16/2023

CUSTOMER

Cullman County Commission
 500 2nd Ave SW, Room 105
 Cullman, AL 35055

TERMS

Payment: Net 30 Days
 Shipping: 60 Days / ARO
 Delivery: FOB Origin,
 Warranty: 36 months

ITEMS	QTY	UNIT PRICE	AMOUNT
CLEARPASS - DIGITAL FULL BODY SECURITY SCREENING SYSTEM	1	\$ 128,000.00	\$ 128,000.00
Includes all hardware and software necessary for complete operational functions			
Excludes Networking			
ANCILLARY EQUIPMENT (Optional)			
DruGuard3® AUTOMATIC NARCOTICS DETECTION SOFTWARE		\$ 10,000.00	INCLUDED
A-EYE AUTOMATIC AI DRIVEN THREAT DETECTION SOFTWARE		\$ 15,000.00	\$ -
NON-CONTACT THERMOMETER WITH CAMERA		\$ 6,700.00	INCLUDED
FINGERPRINT READER		\$ 1,688.18	\$ -
CAMERA SYSTEM		\$ 1,688.18	\$ -
SANITIZATION KIT		\$ 14,062.94	\$ -
ADA COMPLIANT KIT		\$ 4,432.22	\$ -
EXTENDED WORKSTATION CABLE		\$ 1,772.89	\$ -
INSTALLATION AND ON-SITE TRAINING	1	\$ 8,000.00	\$ 6,000.00
1 YEAR EXTENDED WARRANTY (Time of Sale)	1	\$ 9,500.00	\$ 9,500.00
WEB-BASED TRAINING LICENSES			
Radiation Protection Program - State Specific	1	\$ 895.00	RECOMMENDED
Radiation Safety Officer Training/person	1	\$ 895.00	RECOMMENDED
Radiation Operator Training/person	5	\$ 175.00	RECOMMENDED

Subtotal	\$ 143,500.00
Shipping	\$ 2,500.00
Tax rate	0%
Tax due	\$ -
TOTAL	\$ 146,000.00

TERMS AND CONDITIONS

- These prices do not include sales tax, if applicable.
- Purchase Orders shall be written to:
Linev Systems US, Inc., 13631 Poplar Circle, Conroe, TX 77304
- Late fees may be applied to past due invoices.

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Monday, November 21, 2022 in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for purchase and installation of one (1) or more Full-Body Scanners with Thermal Sensor to be installed at the Cullman County Detention Center located at 1900 Beech Ave SE Cullman, Alabama 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.

Bid responses must be returned in a sealed envelope, clearly marked as a bid with the bid number and your company name on the outside.

COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT

(ACT 2011-535, AS AMENDED BY ACT 2012-491)

By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. The Contractor is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control

W-9 TAX DOCUMENTS and E-VERIFY ARE REQUIRED TO BE SUBMITTED WITH THIS BID. FAILURE TO DO SO WILL RESULT IN REJECTION OF BIDDERS SUBMITTAL

FAILURE TO COMPLY WITH ANY/ALL BID SPECIFICATIONS WILL RESULT IN LOSS OF BID CONTRACT.

Bid Price: \$ 176,500

Tek 84, INC
Company

Margo McNeely
Name of Authorized Representative

13495 Gregg Street
Mailing Address

954-520-2003
Area Code & Phone Number

Poway, CA 92064 USA
City, State, Zip Code

Handwritten signature of Margo McNeely

BID SPECIFICATIONS

For the Acquisition of the following:

Full-Body Scanner External and Internal with Built-in Camera and Thermal Sensor.

Equipment must meet or exceed the following minimum requirements:

- **Full-Body Scanner – External and Internal**

1. Whole Body Security Scanning System
2. High Strength Aluminum Unibody Frame
3. 160Kv Monoblock Oil Cooled Generator
4. Compact Footprint 34" x 72"
5. <4 Second Scan Time
6. Variable Scanning Dosage from .25uSv to 2.0uSv ** now up to 8.0 uSv
7. Complies with ANSI/HPS N43-17-2009
8. Mobile Work Station
9. 27" Mounted Touch Screen Monitor
10. Windows Operating System
11. One (1) Million Image Storage Capacity
12. Mobile – unit transportable on built-in Heavy Duty Caster System – can be moved easily through standard doorways with minimal disassembly
13. 16 Million Gray Scale Levels
14. 110V/15 A - Utilizes Standard Wall Socket for power
15. Infrared Cameras - Thermal Scanner
16. Installation and Calibration
17. 3-Days On-Site Initial Operator Training – adhering to ANSI/HPS n43-17-2009 Section 8.1.5 Administrator, Super :User, Standard User Training programs
18. 3-year Parts and Labor on Entire System beginning at time of Installation
19. Includes Shipping costs to Cullman, AL

It is the responsibility of perspective bidders to visit the Cullman County Detention Center facilities to ensure that the bidder has a full understanding of the facility layout and areas to be covered.

A site visit will be conducted upon award.

Bidder is responsible for all ensuring that all equipment and/or supplies are included in the submitted bid.

Bid amount submitted suggests a standard set up. If the agency requires a customized configuration, other options may be needed.

It is the bidder's responsibility to determine what equipment/wiring for installation is needed.

Standard set up requires no special wiring nor cost. A standard power outlet must be provided available within 6 ft of desired install location.

Bidder is responsible for all installation of all equipment plus any and all peripheral supplies needed to complete system, i.e. includes but is not limited to splitters, adapters, controllers, and cables.

Standard set up does not require.

A time frame to project completion and training of the facility staff must be included in bid responses.

See attached Deliverables and milestones

Model numbers and/or brand name for equipment listed is for reference only. The Cullman County Sheriff's Office/Detention Center will consider any brand or model as long as the equipment meets or exceeds stated requirements.

**INCOMPLETE AND/OR LATE SUBMISSIONS WILL NOT BE
CONSIDERED**



Quote

November 8, 2022

Capt Susan Black
Cullman County Detention Center
1900 Beech Ave SE
Cullman AL 35055
256-775-4714
sblack@cullmansheriff.org

QUO 2022-11-12

Please see the quotation below for the Tek84 Intercept Body Scanner. The scanner includes all that is listed below as well as (1) built in camera to include a photo of the subject with each scan (2) Your agency's logo on the scanner as well as on each scan report. (3) Training by a medical professional on the use of the product, required radiation training and expert training on reading the scan results. (4) A one-time grab or your JMS database to upload the current list of subjects currently and previously in your facility.

Qty	Part Number	Description	Net Each	Ext Price
1	SSD-017-1102	Tek84 Intercept Whole Body Security Scanning System High Strength Aluminum Unibody Frame. 106Kv Monoblock Oil Cooled Generator. 34" X 72" X 90" (79" top removed) foot print. 4 Second Scan Time. Variable Scanning Dosage from 0.25 uSv to 2.0 uSv Tethered Ethernet Connected Work Station with 27" Vertically Mounted Touch Screen Monitor. PC with Win OS and (2) 1 TB HDD. RAID, 1 million image storage capacity. Transportable on Built in Heavy Duty Caster System. Corner Mounting Feet. 16 million Grey Scale Levels. 110 V/60hz. 1Kva	\$ 139,000.00	\$ 139,000.00
1	INT-Shipping	Freight from San Diego, CA to Cullman AL 35055	\$ 2,500.00	\$ 2,500.00
1	INT-WARRANTY	Initial One (1) Year Parts and Labor on Entire System from Time of Delivery	Included	\$ -
1	INT-Training	2.5 days Formal, classroom, on-site	Included	\$ -
		OPTIONAL		
1	INT-PN 13282	Bundled ICI Thermal Scanner - For Temperature Scanning	\$ 20,000.00	\$ 20,000.00 Initial <input type="text"/>
2	INT-EXT-WAR	Years of Additional Warranty Starting Month 13 *\$7500/yr if selected at the time of initial purchase	\$ 7,500.00	\$ 15,000.00 Initial <input type="text"/> # yrs <input type="text"/>
Total			\$	176,500.00 **

** Up to Five Additional years of addition warranty can be purchased. (Indicate as necessary)

By execution of this agreement, by an authorized signature, the customer agrees to purchase the products specified subject to the terms and conditions set forth in the agreement and subject to Tek84 and conditions available at www.Tek84.com.

This quote will expire on: 01/07/23
Delivered-at-place: Cullman AL 35055
Terms: Net 30
Taxes: Circle one Exemption certificate attached Tax rate provided here:
*if taxes apply, please request updated quote

Accepted By:

Prepared by:

Printed Name and Title: _____

Margo McNeely, Regional Sales Manager

Authorized Signature _____

Date _____

11/8/2022

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Monday, November 21, 2022 in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for one (1) or more I.W.I.R Fixed Mount Skin Temperature Measurement System(s) to be installed at the Cullman County Detention Center located at 1900 Beech Ave SE Cullman, Alabama 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.

Bid responses must be returned in a sealed envelope, clearly marked as a bid with the bid number and your company name on the outside.

COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT

(ACT 2011-535, AS AMENDED BY ACT 2012-491)

By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. The Contractor is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

W-9 TAX DOCUMENTS and E-VERIFY ARE REQUIRED TO BE SUBMITTED WITH THIS BID. FAILURE TO DO SO WILL RESULT IN REJECTION OF BIDDERS SUBMITTAL.

FAILURE TO COMPLY WITH ANY ALL BID SPECIFICATIONS WILL RESULT IN LOSS OF BID CONTRACT.

Bid Price: \$ 73,440⁰⁰

VIPER IMAGING, LLC
Company

ANDY BECK
Name of Authorized Representative

2406 VALLEYDALE ROAD
Mailing Address

(205) 677-3700
Area Code & Phone Number

BIRMINGHAM, AL 35244
City, State, Zip Code

BID SPECIFICATIONS

For the Acquisition and Installation of the following LWIR Fixed Mount Skin Temperature Measurement System elements. This consists of medical-grade cameras, monitoring equipment, software, and analytics creator. The system requires automatic alarm capture, sound alarm, continuous video recording, hot spot tracking, synchronous display and intelligent calibration.

Equipment must meet or exceed the following minimum requirements:

- **LWIR Fixed Mount Skin Temperature Measurement System**

1. Ten (10) medical-grade LWIR fixed mount cameras with Fast Video Medical Range 34 degrees FOV 18 mm EFL HD with temperature reference source (*Bidder is responsible for all wiring and any additional parts needed plus installation of equipment*)
2. Ten (10) Laptop Computers with Intel Core i5 processor 8GB RAM 256GB SSD Windows 10 Pro, 15.6" Display
3. Ten (10) ICR IR Flash 1.0 Skin Temperature Monitoring Software i5 Processor 4 GB RAM 128 GB HD Windows 8 8.1-10

- **Software (Per Camera)**

1. Biorisk Scanner: Scanning individuals for foreign objects
2. Biorisk Camera Connector: Connects each camera to Biorisk Cloud for image storage
3. Biorisk Notification: Alerts and notifications based on fever detection
4. Biorisk Tracker: Tracking individuals within facility
5. Biorisk Camera Update Subscription: Updates per camera including calibration ensuring compliance

- **Software (Per Company)**

1. Biorisk Analytics Creator
2. Biorisk Viewing Station

It is the responsibility of perspective bidders to visit the Cullman County Detention Center facilities to ensure that the bidder has a full understanding of the facility layout and areas to be covered.

It is the bidder's responsibility to determine what equipment wiring installation is needed.

Bidder is responsible for all wiring installation and installation of all equipment plus any and all peripheral supplies needed to complete system. i.e. includes but is not limited to splitters, adapters, controllers, and cables.

A time frame to project completion and training of the facility staff must be included in bid responses.

Model numbers and or brand name for equipment listed is for reference only. The Cullman County Sheriff's Office Detention Center will consider any brand or model as long as the equipment meets or exceeds stated requirements.

**INCOMPLETE AND/OR LATE SUBMISSIONS WILL NOT BE
CONSIDERED**



Proposed Investment

SKU	Description	Quantity	Unit Price	Cost
OPTPI40ILTO29T010	optris PI400i with 29° x 22° lens/ f=12.7mm, -20 to 100°C / 382x288 pixels, 80 Hz, switchable to 27 Hz <small>Camera is a cutting edge line with 20 x 20 cm sensor. Features include auto temperature control and 100% duty cycle. It is available in a base or wall mount configuration. For more information, please contact your local sales office.</small>	10	\$5,150.00	\$51,500.00
ACPICERT	Certificate of Calibration for optris PI. Calibration validated at 95°F <small>100% traceable</small>	10	\$0.00	\$0.00
ACPIUSB5PCB5	USB cable, 5 m	10	\$105.00	\$1,050.00
ACPIBR20ARCB20	Ambient temperature reference source, 20 x 20 cm, incl. 16-bit temperature sensor with 0.1 °C accuracy, 20 m connection cable with PIF plug for connecting to PI400i camera, Mounting bracket for wall and ceiling mount	10	\$585.00	\$5,850.00
ACPIPIFSPCB2	PIF Splitter	10	\$150.00	\$1,500.00
ACPIPIFMACB5	Industrial Process interface (PIF) for PI/ Xi 400 with connection box, (IP65), 500 VACRMS isolation voltage between PI/ Xi and process, 0/4-20 mA analog outputs, 5 m standard cable (85 °C)	10	\$355.00	\$3,550.00
V- i3511-5829BLK-PUS	Laptop Computer <small>Intel i3 Core i3511, 8GB memory, 320GB HD, 15.6" screen</small>	10	\$999.00	\$9,990.00
			Subtotal	\$73,440.00
			Tax	\$0.00
			Total	\$73,440.00



Terms & Conditions (See Attached T&Cs)

- a. Delivery times are 6–8 weeks from receipt of order
- b. Standard warranty is 1-year. Additional warranty available.
- c. Quotation valid for 60 days.
- d. Payment Terms- 50% Due with order, Remainder Net 30 from ship date**
- e. Ship terms: FOB Origin
- f. **Leasing Option-** <https://leasefinancenow.com/viper>

*Please issue PO's to orders@viperimaging.com

**Based on credit approval

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Monday, November 21, 2022 in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for one (1) or more LWIR Fixed Mount Skin Temperature Measurement System(s) to be installed at the Cullman County Detention Center located at 1900 Beech Ave SE Cullman, Alabama 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.

Bid responses must be returned in a sealed envelope, clearly marked as a bid with the bid number and your company name on the outside.

COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT
(ACT 2011-535. AS AMENDED BY ACT 2012-491)

By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. The Contractor is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control

W-9 TAX DOCUMENTS and E-VERIFY ARE REQUIRED TO BE SUBMITTED WITH THIS BID. FAILURE TO DO SO WILL RESULT IN REJECTION OF BIDDERS SUBMITTAL

FAILURE TO COMPLY WITH ANY/ALL BID SPECIFICATIONS WILL RESULT IN LOSS OF BID CONTRACT.

Bid Price: \$ 305,650.00

Infrared Cameras Inc (Inc)
Company

2105 W. Cardinal DR
Mailing Address

Beaumont, TX 77605
City, State, Zip Code

Steven Bush
Name of Authorized Representative

(863) 271-3055
Area Code & Phone Number

BID SPECIFICATIONS

For the Acquisition and Installation of the following LWIR Fixed Mount Skin Temperature Measurement System elements. This consists of medical-grade cameras, monitoring equipment, software, and analytics creator. The system requires automatic alarm capture, sound alarm, continuous video recording, hot spot tracking, synchronous display and intelligent calibration.

Equipment must meet or exceed the following minimum requirements:

- **LWIR Fixed Mount Skin Temperature Measurement System**

1. Ten (10) medical-grade LWIR fixed mount cameras with Fast Video Medical Range 34 degrees FOV 18 mm EFL HD with temperature reference source ***(Bidder is responsible for all wiring and any additional parts needed plus installation of equipment)***
2. Ten (10) Laptop Computers with Intel Core i5 processor 8GB RAM 256GB SSD Windows 10 Pro, 15.6" Display
3. Ten (10) ICR IR Flash 1.0 Skin Temperature Monitoring Software i5 Processor 4 GB RAM 128 GB HD Windows 8/8.1-10

- **Software (Per Camera)**

1. Biorisk Scanner: Scanning individuals for foreign objects
2. Biorisk Camera Connector: Connects each camera to Biorisk Cloud for image storage
3. Biorisk Notification: Alerts and notifications based on fever detection
4. Biorisk Tracker: Tracking individuals within facility
5. Biorisk Camera Update Subscription: Updates per camera including calibration ensuring compliance

- **Software (Per Company)**

1. Biorisk Analytics Creator
2. Biorisk Viewing Station

It is the responsibility of perspective bidders to visit the Cullman County Detention Center facilities to ensure that the bidder has a full understanding of the facility layout and areas to be covered.

It is the bidder's responsibility to determine what equipment/wiring installation is needed.

Bidder is responsible for all wiring installation and installation of all equipment plus any and all peripheral supplies needed to complete system, i.e. includes but is not limited to splitters, adapters, controllers, and cables.

A time frame to project completion and training of the facility staff must be included in bid responses.

Model numbers and/or brand name for equipment listed is for reference only. The Cullman County Sheriff's Office/Detention Center will consider any brand or model as long as the equipment meets or exceeds stated requirements.

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Solution Overview



Solution Description	Quantity	Monthly Subscription	5-year Subscription (Total)
Hardware			
ICI FM 640+ P Series IR Camera Kit LWIR Skin Temperature Measurement System	10	no charge	no charge
Fast Video Medical Range 34° FOV 18mm EFL HD Visible Camera with Temperature Reference Source	10	no charge	no charge
Dell Latitude Laptop Computer Intel® Core i5 Processor 8GB RAM 256GB SSD Windows 10 Pro 15.6" Display	10	no charge	no charge
ICI IR Flash 1.0 Skin Temperature Monitoring Software i5 Processor 4 GB RAM 128 GB HD Windows 8/8.1-10	10	no charge	no charge
Software			
Per Camera			
Biorisk Scanner: Scanning individuals for foreign objects	10	\$750	\$45,000
Biorisk Camera Connector: Connects each camera to Biorisk Cloud	10	\$1500	\$90,000
Biorisk Notification: Alerts and notifications based on fever detection	10	\$750	\$45,000
Biorisk Tracker: Tracking individuals within facility	10	\$750	\$45,000
Biorisk Camera Update Subscription: Updates per camera including annual calibration ensuring compliance	10	\$1200	\$72,000
Per Company			
Biorisk Analytics Creator	1	\$750	\$4,500
Biorisk Viewing Station	1	\$500	\$3,000
Subtotal		\$5,450	\$304,500
Shipping			\$1,150
Total			\$305,650

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00p.m., Monday, December 19, 2022, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for one new three ton single packaged heat pump. Heat pump is to be installed at the Clarkson Bridge Cabin, located at 1240 County Road 1043, Cullman, AL 35057. At this time sealed bids will be publicly opened and read aloud. Specifications are attached.

Proposals must be clearly marked with the bid number on the exterior of the sealed envelope. Two (2) hard copies of proposals must be included in the sealed envelope.

The Cullman County Commissions 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 requirements.

Any questions regarding this bid should be directed to, Shane Bailey at the Cullman County Commission Office, 256-775-1942.

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

Bid Price: \$ 9,373.⁰⁰

Warranty on Parts: 1

Warranty on Compressor: 5

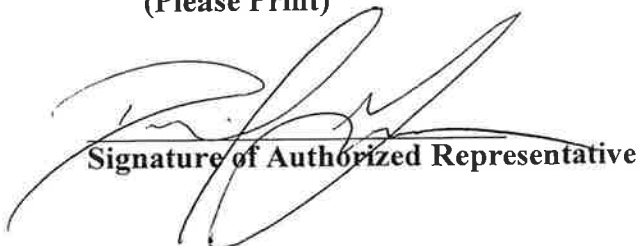
Warranty on Labor: 1

Temperature Pro
Name of Bidding Company

1007 Commerce Blvd
Business Address

Daniel Green
Name of Authorized Representative
(Please Print)

Pelham, AL, 35124
City, State, Zip Code


Signature of Authorized Representative

205-377-6102 office
205-410-0848 Cell
Area Code & Phone Number

BID SPECIFICATIONS

CONTRACTOR REQUIREMENTS:

Contractor shall consider these specifications to be the minimum standards to be met in the terms of the bid.

Contractor must be licensed, bonded, provide proof of liability insurance and workman's compensation insurance (if applicable).

Contractor must submit a performance bond of 100% of bid.

Contractor must obtain any required permits, and follow all ordinances pertaining to the work.

Contractor must provide all materials, labor, equipment, and service necessary for the completion of the entire job within **Thirty (30)** consecutive calendar days from bid award date, with potential lead time considered.

Existing unit and area to be serviced by unit will be available for inspection Monday through Friday 9:00 a.m.-2:00 p.m.

All contractors requesting to inspect existing equipment and service area will be required to check in with Shane Bailey at the Commission Office to insure that a walk-thru can be facilitated.

System must be turned on, tested, and working properly after completion of installation. A flow test of existing registers must be conducted and working properly after completion of installation.

Contractor shall furnish operating manual for installed unit.

REQUIREMENTS:

Contractor is responsible for removal and disposal of existing unit in accordance with code and pertinent environmental regulations.

Contractor must upgrade the existing pad to standards required by the new unit and code.

Contractor must supply a Thermostat for the unit.

Contractor must fabricate and install new duct connections and reuse or fabricate any connections needed for power, control devices, refrigerant piping, condensate piping, and water.

Contractor must provide necessary hangers and supports for unit.

Contractor must supply all wiring, conduit and all other equipment necessary for power supply to unit.

Contractor must charge system according to code.

Contractor must specify energy rating on all equipment (SEER)

Contractor must install premium filters for new unit.

Contractor must specify energy rating on all equipment (SEER).

All equipment in system must have warranty limits specified in bid.

Any and all drains or vents must have double leak protection.

Contractor must clean up and keep area free from debris.

Any and all references to trade names, types, styles, or models are intended to be descriptive only and not restrictive. The intention is to indicate to contractors the minimum requirements of type and quality of materials that will be satisfactory.

PRODUCT SPECIFICATIONS

Rated Volts/PH/Hz	208-230/1/60
Performance Cooling BTUH	35800
Indoor Airflow CFM	1070
Power Input KW	2.92
EER/SEEER BTU/Watt-Hr	12.0/14.0
Sound Power Rating	75
Performance (Heating)	
High Temp. BTUH – C.O.P	3200 -3.6
Power Input KW	2.75
Low Temp. BTUH – C.O.P	19500 – 2.30
Power Input KW	2.48
HSPF (BTU/ Watt-Hr)	8
POWER CONN.	208-230/1/60
V/PH/HZ	
Min. Brch.Cir Ampacity	26.2
Fuse Size-Max. (amps.)	40
Fuse Size- Recmd.(amps)	40
COMPRESSOR	Scroll
No Used- No. Speeds	1-1
Volts/Ph/Hz	208-230/1/60
R.L Amps – L.R. Amps	15.4-84
OUTDOOR COIL-TYPE	PLATE FIN
Rows/F.P.I	2/22
Face Area (sq.ft.)	11.2
Tube Size (in.)	3/8
Refrigerant Control	TXV-NB
INDOOR COIL-TYPE	PLATE FIN
Rows/F.P.I.	4/12
Face Area (sq. ft.)	3.44
Tube Size (In.)	3/8
Refrigeration Control	TXV-NB
Drain Conn. Size (in.)	¾ FEMALE PVC

OUTDOOR FAN-TYPE	PROPELLER
No. Used/ dia. (in.)	1/20
Type Drive/ No. Speeds	ECM/1
CFM @ 0.0 in. w. g.	2500
No. Motors- HP/RPM	1/ 1/3 850
Volts/Ph./Hz	208-230/ 1/60
F.L. Amps	2.8
INDOOR FAN- TYPE	CENTRIFUGAL
Dia. X Width (in.)	10x10
No. Used	1
Drive/Type/Speeds (No.)	DIRECT/ CTM/2
CFM @ 0.0 in.w.g	FAN TABLE
Motor- HP/R.P.M	1/0.5/1050
Volts/Ph/Hz	208-230/1/60
F.L. Amps	4.1
FILTER	
Type Recommended	THROWAWAY
Recmd. Face Area (sq. ft.)	4.00
REFRIGERANT	R-410
Charge (lbs.)	7.2
Subcooling	8 degrees F
DIMENSIONS	H X D X W
Crated (in.)	36x33-3/4 x 48
WEIGHT	
Shipping (lbs.) / Net (lbs.)	322/275

W-9 TAX DOCUMENTS and E-VERIFY ARE REQUIRED TO BE SUBMITTED WITH THIS BID. FAILURE TO DO SO WILL RESULT IN REJECTION OF BIDDERS SUBMITTAL

OFFICE OF THE GOVERNOR



STATE CAPITOL
MONTGOMERY, ALABAMA 36130


KAY IVEY
GOVERNOR

(334) 242-7100
FAX: (334) 242-3282

STATE OF ALABAMA

M E M O R A N D U M

TO: All State Agency Heads

FROM: Governor Kay Ivey 

DATE: December 12, 2022

SUBJECT: Protecting Alabama from Chinese Infiltration by Prohibiting the Use of TikTok on State IT Infrastructure

Protecting Alabama's IT infrastructure from cyber threats is vital to ensuring the safety and success of our State. The computer devices and networks used by our state government house significant amounts of Alabamians' sensitive data. They also ensure the proper functioning of numerous automated government functions.

Recently, national security officials have warned of growing threats posed by the video-sharing app TikTok. TikTok is owned by a Chinese parent company and thus potentially subject to Chinese laws enabling its data to be shared with the Chinese Communist Party.

Disturbingly, TikTok harvests vast amounts of data from its users, much of which has no legitimate connection to the app's supposed purpose of video sharing. For example, when users run the TikTok app for the first time, they give TikTok access to information such as their device brand and model, mobile carrier, browsing history, app and file names and types, keystroke patterns and rhythms, wireless connections, and geolocation. Use of TikTok involving state IT infrastructure thus creates an unacceptable vulnerability to Chinese infiltration operations.

Given these serious security concerns related to the use of TikTok, I have asked the Secretary of Information Technology to update his agency's policies to prevent TikTok from accessing the state IT network and state IT devices—even while providing exceptions for law enforcement and other essential governmental uses of the app.

These new policies accompany this memorandum. Consistent with these policies, executive branch agencies should immediately take all necessary steps to prevent TikTok from accessing sensitive state data.

Thank you for all you do to ensure the success and safety of our great State. Together, we will defend the State of Alabama and its people from the growing security risk posed by TikTok.