
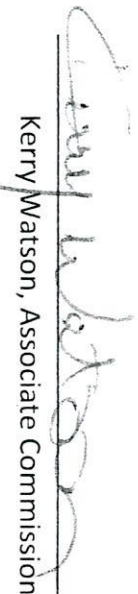


# Certificate of Recognition

Vicky Fisher

Congratulations on being named President of the County Revenue  
Officers Association of Alabama (CROAA).

  
Jeff Clemons, Chairman

  
Kerry Watson, Associate Commissioner

  
Garry Marchman, Associate Commissioner

CULLMAN COUNTY  
COMMISSION  
PROCLAMATION

*Domestic Violence Awareness Month*

**WHEREAS**, domestic violence is a major public concern for our State and Nation and is now the single largest cause of injury to women; and

**WHEREAS**, domestic violence affects people of all ages, racial, socioeconomic, educational, religious, and occupational segments of our society, especially children; and

**WHEREAS**, children from violent homes are physically abused or seriously neglected at a rate significantly higher than the national average and have greater risks of alcohol/drug abuse, juvenile delinquency, cognitive and developmental problems as well as fear, anxiety, and guilt; and

**WHEREAS**, domestic violence is not a private family matter but a crime, the consequences of which reach with devastating effect on the communities, schools, and workplaces of our nation; and

**WHEREAS**, domestic violence represents a pattern of assault and coercive behavior that will escalate in frequency and severity if intervention does not occur, and

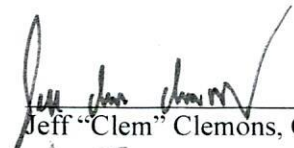
**WHEREAS**, public awareness and education about domestic violence are needed as well as uniform efforts on the part of the government, health professionals, law enforcement, religious organizations, educators, and community associations to address domestic violence through prevention, intervention, and treatment for victims and perpetrators.

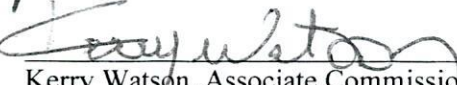
**NOW, THEREFORE**, as Cullman County Commission of Cullman, Alabama proclaims that the month of October 2022 to be

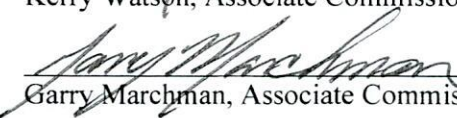
**DOMESTIC VIOLENCE AWARENESS MONTH**

The Cullman County Commission commends this observance during October 2022 to the citizens of Cullman, Alabama


**This day 18<sup>th</sup> of October 2022**

  
Jeff "Clem" Clemons, Chairman

  
Kerry Watson, Associate Commissioner

  
Garry Marchman, Associate Commissioner

ATTEST:

  
Tiffany Merriman, County Clerk



*Proclamation*  
*for*  
*Pilot International Founders Week*



*Whereas*, Pilot International was founded in Macon, Georgia, in October, 1921, when a group of civic-minded business leaders established an international service organization; and

*Whereas*, The founding members combined their diverse talents in “friendship and service” to improve the quality of life in communities throughout the world; and

*Whereas*, Pilot International is comprised of 290 clubs and over 5,500 members worldwide; and

*Whereas*, Members of Pilot International strive to further the organization’s humanitarian efforts through scholarships and grants to support research, education, and community caregiving programs; and

*Whereas*, Pilot International is committed to service in areas of, brain safety and health and supporting those who care for others; and

*Whereas*, Pilot International partners with Project Lifesaver and other respected service organizations to promote awareness for injury prevention and care of those in need; and

*Whereas*, Pilot International fosters volunteerism in more than 6,508 young people worldwide through its sponsorship of Anchor and Compass Clubs; and

*Whereas*, on October 18, 2022 Pilot International celebrates the 101st anniversary of the signing of the original Pilot Charter; and

*Whereas*, Pilot International has been true to its mission to serve communities throughout the world for 101 years and the Pilot Club of Cullman has served Cullman, Alabama, for more than 41 years; now

*Therefore*, It is fitting that the achievements and contributions of this worldwide organization, its clubs and members be recognized on their anniversary by proclaiming October 17, 2022 – October 23, 2022.

**Pilot International Founders Week**

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the County of Cullman, Alabama to be affixed on this the 18<sup>th</sup> day of October, 2022.

Chairman, Cullman County Commission

\State of Alabama  
Cullman County

**RESOLUTION NO. - 2023-01**

**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 807 a Dead End road is greater than is reasonable and safe under the conditions found to exist upon said road; it is

**THEREFORE RESOLVED**, that the proper maximum speed for County Road 807 is set at 25 miles per hour at all times and no person shall operate a motor vehicle in excess of 25 miles per hour set speed on said County Road 807;

**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 18th day of October, 2022.

  
\_\_\_\_\_  
JEFF CLEMONS, CHAIRMAN

  
\_\_\_\_\_  
GARRY MARCHMAN  
COMMISSIONER

ATTEST:

  
\_\_\_\_\_  
JIYANG MEMMEN  
COUNTY CLERK

  
\_\_\_\_\_  
KERRY WATSON  
COMMISSIONER

**RESOLUTION 2023-02  
FOR EXPENDITURE OF AMERICAN RESCUE PLAN ACT FUNDS  
FOR PREMIUM PAY**

**WHEREAS**, Cullman County, Alabama, (the "County") has received American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds ("ARPA funds") and is charged with ensuring that such funds are expended in accordance with state and federal law; and

**WHEREAS**, providing premium pay to eligible County employees is an authorized use of ARPA funds; and

**WHEREAS**, the Cullman County Commission (the "Commission") has determined that appropriating ARPA funds to provide premium pay to eligible County employees in response to their performing essential work during the COVID-19 pandemic is a necessary and reasonable use of these funds; and

**WHEREAS**, by resolution adopted December 28, 2021, the Commission established the Cullman County Temporary Premium Pay Program (the "TPP Program") pursuant to which, in the program's initial phase, eligible employees received additional hourly compensation in the form of premium pay during certain designated payroll periods up to a designated maximum per eligible employee; and

**WHEREAS**, the Commission desires to extend the TPP Program to provide premium pay to eligible County employees during additional designated pay periods.

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

- 1) The Cullman County Temporary Premium Pay Program is hereby extended to provide temporary premium pay ("TPP") as additional compensation to eligible County employees during the additional pay periods designated herein ("TPP pay periods").
- 2) The extended TPP Program shall be implemented in accordance with the provisions of the Final Rule issued by the U.S. Department of Treasury governing premium pay awards under EC 4.1 and the policies and procedures set forth in Addendum 1 to this Resolution, the provisions of which are incorporated herein by reference.
- 3) Except as otherwise provided herein, eligible County employees are employees whose assigned work duties require them to regularly interact in person with the public or their co-workers, or to regularly physically handle items that were handled by the public or their co-workers. Elected County officials are not eligible employees for the purposes of the TPP Program.
- 4) The TPP pay periods are as follows: Two (2) consecutive pay periods starting with the pay period beginning October 22, 2022.
- 5) Except as otherwise provided herein, during the TPP pay periods, eligible employees will receive as additional compensation TPP in the amount of \$6.25 per hour up to a maximum total amount of \$1,000 per eligible full-time employee and \$500 per eligible part-time employee.

6) TPP shall be in addition to an eligible employee's regular rate of wages and other compensation, with no reduction, substitution, offset, or other diminishment of the employee's current and prospective wages or other compensation.

7) TPP payments shall be included in the calculation of an employee's regular rate of pay for purposes of calculating overtime pay and shall be subject to all employment related deductions, including payroll taxes, income tax withholding, and retirement premiums.

8) Additional compensation attributable to the TPP Program, including additional compensation for overtime pay attributable to the payment of TPP, shall not exceed \$1,000 per eligible full-time employee and \$500 per eligible part-time employee during the extended TPP Program.

9) The County will not use ARPA funds for any compensation attributable to TPP that exceeds \$13.00 per hour, including additional overtime pay attributable to the payment of TPP.

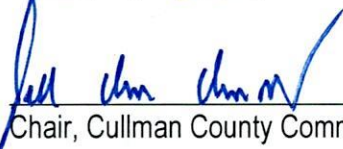
10) In accordance with the provisions of the American Rescue Plan Act and rules adopted thereunder, TPP

- a. Shall not be provided for work performed while an employee is working remotely from a residence or other non-job-related location,
- b. Shall not be provided to the extent that TPP would increase the total annual wages and remuneration for an eligible employee that is exempt from the overtime provisions of the Fair Labor Standards Act above \$72,165, or another amount equal to 150 percent of the higher of Alabama's or the County's annual average wage for all occupations as defined by the most recent the Bureau of Labor Statistics' Occupational Employment and Wage Statistics.

11) The County Administrator is hereby authorized to expend ARPA revenue replacement funds in accordance with the provisions of this Resolution for any and all compensation and additional covered benefits provided to employees as a result of the TPP payments authorized herein.

12) Payment of TPP, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA funds for this purpose and in no event shall paid for any pay period ending after December 31, 2024, or the termination of the national emergency concerning the COVID-19 outbreak declared pursuant to the National Emergencies Act (50 U.S.C. §§ 1601 *et seq.*), whichever date occurs first.

**IN WITNESS WHEREOF**, the Cullman County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 18<sup>th</sup> day of Oct, 2022.

  
\_\_\_\_\_  
Chair, Cullman County Commission

## RESOLUTION 2023-03

This Resolution is made this 11<sup>th</sup> day of **October, 2022** (the Effective Date)  
by **The Town of South Vinemont, Alabama** (the Granting Authority), to grant a tax abatement  
for **The Shaddix Company Inc.** (the Company).

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

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

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

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

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

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

WHEREAS, the construction of the project will involve capital investment of **\$8,768,000**; and

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

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

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

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

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

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

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

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

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

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

I hereby certify that the foregoing was duly adopted by the **South Vinemont**  
of Alabama at a meeting held on the **18th** day of **October, 2022**.

BY:  L. S.

Its: Chairman

ATTEST:





**The Shaddix Company**  
**Abatement & Educational Tax Revenue Estimate**  
**October 11, 2022**

	<b>Investment</b>
Land&Building	\$1,964,000
Equipment & Machinery	\$6,804,000
<b>Total Project</b>	<b>\$8,768,000</b>
<b>Sales Tax on Construction Materials</b>	
Total Plant Building Cost	\$1,964,000
Estimated Ratio of Cost of Materials	0.5
Cost of Materials	\$982,000
Education Sales Tax Rate = 1.6%	0.016
<b>Total Construction Sales Education Tax Revenues</b>	<b>\$15,712</b>
Percentage of Sales Tax Abated = 6.9%	0.069
<b>Total Abated Sales Tax</b>	<b>\$67,758</b>
<b>Use Tax On Equipment</b>	
Total Equipment	\$6,804,000
Education Use Tax Rate = .8672%	0.008672
<b>Total Sales Education Tax Revenues, Equipment</b>	<b>\$59,004</b>
Percentage of Use Tax Abated = 2.13%	0.02133
<b>Total Abated Use Tax</b>	<b>\$145,129</b>
<b>Ad Valorem Education Tax Revenues</b>	
Value of Project	\$8,768,000
Current Ratio of Assessed to Market Value	0.2
Tax Rate On Proposed Site	\$1,753,600
Education Millage Rate for the City of Cullman = 13 unabateable	0.013
<b>Annual Ad Valorem Education Tax Revenues</b>	<b>\$22,797</b>
Ten Year Period	10
<b>Total Ad Valorem Education Tax Revenues</b>	<b>\$227,968</b>
Abated Millage Rate = 15.5 Mills Abated	0.0155
<b>Annual Abated Ad Valorem Taxes</b>	<b>\$27,181</b>
<b>Total Ad Valorem Abated Tax Revenues</b>	<b>\$271,808</b>
<b>Totals</b>	
Sales/Use Tax, Construction Materials	\$15,712
Sales/Use Tax, Equipment	\$59,004
Ad Valorem Taxes	\$227,968
<b>Total Education Tax Revenues Over 10 Years</b>	<b>\$302,684</b>
<b>Total Abated Sales Tax</b>	<b>\$67,758</b>
<b>Total Abated Use Tax</b>	<b>\$145,129</b>
<b>Total Ad Valorem Abated Tax Revenues</b>	<b>\$271,808</b>
<b>Total Taxes Abated over 10 Year Period</b>	<b>\$484,695</b>

The information provided herein in no way obligates any party to any formal commitment.

These figures are only estimates. Actual figures will vary according to actual investment.

Resolution 2023-04

WHEREAS, the Board of Registrars are paid by the State of Alabama and receive a local supplement from Cullman County; and

WHEREAS, Act 2006-597, sections 1-3(a) codified into Alabama law as § 17-3-13 provides that the county commission may, upon the adoption of a resolution, increase the per diem compensation paid to each member of the county board of registrars without the necessity of enacting a local law of authorization; and

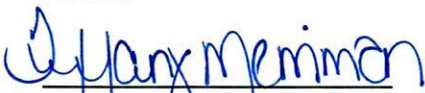
WHEREAS, the last increase provided to the Registrars was done in 2007 by Resolution 2007-63, and

WHEREAS, it would be beneficial to Cullman County to increase said compensation, it is

RESOLVED by the Cullman County Commission that the per diem compensation paid to each member of the Cullman County Board of Registrars by Cullman County be increased by the amount of five and no/100 (\$5.00) dollars. No portion of the increase shall be paid from state funds.

The increase shall be effective immediately on passage.

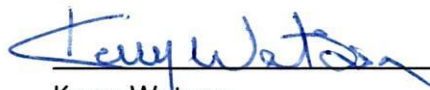
Attest:



Tiffany Merriman,  
County Clerk



Jeff Clemons,  
Chairman



Kerry Watson,  
Associate Commissioner



Garry Marchman,  
Associate Commissioner

**Jeff Clemons**  
*Chairman*

**John Bullard**  
*County Administrator*



**Kerry Watson**  
*Associate Commissioner, Place 1*

**Garry Marchman**  
*Associate Commissioner, Place 2*

October 18, 2022

Ron Hogue  
PO Box 934  
Cullman, AL 35056

Dear Mr. Hogue,

It is my pleasure to inform you of your reappointment to the Library Board of Trustee's Board for a 4-year term expiring 09/30/2026.

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

Sincerely,

A handwritten signature in black ink that reads "Tiffany Merriman".

Tiffany Merriman  
County Clerk  
Cullman County Commission

**Jeff Clemons**  
*Chairman*

**John Bullard**  
*County Administrator*



**Kerry Watson**  
*Associate Commissioner, Place 1*

**Garry Marchman**  
*Associate Commissioner, Place 2*

October 18, 2022

Doug Davenport  
500 2<sup>nd</sup> Ave SW  
Cullman, AL 35055

Dear Mr. Davenport,

It is my pleasure to inform you of your reappointment to the North Alabama Tourism Association Board for a 2-year term expiring 09/30/24.

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 letters of each word being capitalized and prominent.

Tiffany Merriman  
County Clerk  
Cullman County Commission

**NORTH CENTRAL ALABAMA REGIONAL COUNCIL OF GOVERNMENTS  
AREA AGENCY ON AGING  
CONTRACT FOR SERVICES UNDER TITLE III  
OF THE OLDER AMERICANS ACT OF 1965, AS AMENDED**

This agreement entered into by and between the North-central Alabama Regional Council of Governments, hereinafter referred to as "NARCOG", and the Cullman County Commission, a body of corporate in the State of Alabama, hereinafter referred to as the "Contractor".

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. **Statement of Purpose.** NARCOG has been awarded a grant from the Alabama Department of Senior Services (ADSS) and is funding the undertaking of certain activities within Cullman, Lawrence, and Morgan Counties. NARCOG desires to engage the Contractor to render certain services in order to achieve the following objectives hereinafter set forth under Title III of the Older Americans Act of 1965, as amended:
  - a. Secure and maintain maximum independence and dignity in a home and community based environment for older individuals capable of self-care with appropriate supportive services; and
  - b. Remove individual and social barriers to economic and personal independence for older individuals; and
  - c. Help reduce isolation and loneliness of older individuals by offering an opportunity to older individuals to live their remaining years in dignity.
2. **Scope of Services.** The Contractor shall do, perform and carry out, in a satisfactory and proper manner as determined by NARCOG and in compliance with the guidelines, standards and regulations of Title III of the Older Americans Act of 1965, as amended, the services as described and listed in the "Scope of Services" for all Title III services and hereto attached and made a part of this agreement as **EXHIBITS A, B, C and D**.
3. **Programmatic Reporting Requirements.** All program required reports specified within this contract and exhibits are to be submitted by the specified due dates. Any additional reports, records or statistics requested by NARCOG shall be provided in a prompt and accurate manner. It is the Contractor's responsibility to review all reports for accuracy and completeness *prior to* submitting the reports.
4. **Effective Dates.** This contract shall begin on **October 1, 2022** and delivery of services being provided under this contract shall end on **September 30, 2023**.
5. **Insurance.** The Contractor shall maintain General Liability insurance in sufficient amounts to safeguard all Title III property. Employees working in the Title III Program shall be covered by workmen's compensation insurance. A copy of the face sheet of the insurance policy

and dates of coverage is to be mailed to NARCOG upon each renewal. In the event that insurance coverage is canceled, NARCOG is to be notified immediately.

6. **Aging Match Requirements.** The Contractor agrees to provide Aging Match annually towards the work done under this contract as per annual budget approved by the NARCOG Board of Directors.
  
7. **Unserved/Ineligible/Improperly Documented Meals Compensation.** The Alabama Department of Senior Services has issued a policy stating any meal not served to an eligible participant cannot be paid for with Title III funds. The Contractor must serve all meals ordered to eligible, registered participants. The Contractor must also properly account for all meals served on the monthly meals logs – the number of meals served from the Item Delivery Tickets must match the number of meals recorded on the monthly meals logs. Improperly documented meals are those that are not accounted for on the monthly meals logs. Therefore, the Contractor agrees to compensate NARCOG for all meals that are unserved, meals that are served to ineligible participants, and improperly documented meals.

Invoices for unserved meals, meals served to ineligible person, and improperly documented meals will be sent to Contractor on a monthly basis. Payment is due upon receipt of invoice.

8. **Project-related Income Procedures.** Contractor shall maintain records of all project-related income/participant contributions. All program income must be reported to NARCOG. The gross amount of any participant contributions earned by the Contractor from activities, which are supported by this Contract, shall be collected on a weekly basis.
  
9. **Participant Contributions for Services.** Contractors providing services under this agreement shall provide persons receiving such services with a free and voluntary opportunity to contribute to the cost of any services provided. Each individual recipient shall determine for him or herself what, if anything, he/she is able to contribute for the service. A participant may not be denied services or discriminated against because of his/her inability or failure to contribute. The Contractor shall protect the privacy of each person with respect to his or her contributions.

Participant contributions shall be expended monthly to supplement or expand the services for which they were received.

The Contractor is responsible for following appropriate procedures set forth by NARCOG to safeguard and account for all contributions.

10. **Maintenance of Funds.** The Contractor shall maintain such records and accounts, including property, personnel and financial records, as are deemed necessary by NARCOG and the Alabama Department of Senior Services to assure a proper accounting of all project funds, including both federal and non-federal matching of funds expended. Budget revisions must

be submitted to and approved in writing by the Area Agency on Aging Director and Executive Director of NARCOG.

11. **Request for Funds.** The Contractor agrees to submit a request for funds to NARCOG no later than the 15<sup>th</sup> of the month for the previous month's services. Requests for payments, or any part thereof, received after the 15<sup>th</sup> will be paid the following month. Payments shall be made subject to satisfactory completion of all required reports, as determined by the NARCOG.
  - a. Itemized and signed receipts for all expenditures shall be retained by the Contractor for review by NARCOG, ADSS, or State Examiners of Public Accounts.
  - b. The Contractor agrees to maintain adequate records of local and in-kind expenditures and to report such expenditures monthly on the *Agency Contractor Monthly Request for Reimbursement Form*.
  
12. **Payment of Funds.** Subject to receipt of funds from ADSS, NARCOG agrees to pay the Contractor for all eligible expenses incurred while performing services outlined in this Contract and as agreed upon between the Contractor and NARCOG.
  - a. Payment for funds shall be made by NARCOG on a monthly basis when a properly completed *Agency Contractor Monthly Request for Reimbursement Form* (provided by NARCOG) has been submitted.
  - b. The Contractor will not be reimbursed for more than one twelfth (1/12) of the contracted funds per month during the contract period. Local match (including participant donations) shall be spent first as necessary to meet monthly expenditure requirements.
  - c. Reports on expenditures will include amounts of non-federal matching funds expended.
  - d. Expenditures must be incurred during the contract period in order to be eligible for reimbursement.
  - e. It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder, exceed the maximum sum stated in Title III Funding Allocations as stated in **EXHIBIT E**. It is also expressly understood that the Contractor may not exceed the number of meals as stated in Meals Allocations in **EXHIBIT E**. These amounts may change based upon Notice of Grant Award (NGA) received from ADSS.
  - f. Participant contribution/donations will also be reported monthly. They are to be reported on the *Agency Contractor Monthly Request for Reimbursement Form* and must agree with amounts received and recorded on the *Contractor Daily Contribution Report*.
  - g. It is expressly understood that NARCOG retains the right to withhold payment if the Contractor
    - a. Fails to comply with any of the terms of this agreement, which include service quality, program standards, policies, and program requirements established by NARCOG, ADSS, or by State or Federal Guidelines
    - b. Fails to comply with corrective action plans established by NARCOG.
    - c. Fails to provide Aging Match funds.
    - d. Fails to pay for ineligible/unserved/undocumented meals.

13. **Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with, NARCOG (unless the employee is a participant in the SCSEP), other than through this agreement.

Staff assigned to this Contract must meet the approval of NARCOG. NARCOG does reserve the right to intervene in personnel matters in circumstances that jeopardize the integrity of the Title III Program, including reassignment of contract personnel if deemed necessary.

Contractor shall be fully licensed to perform the services under this agreement as required by all applicable laws and regulations. All services required under this Contract will be performed under the Contractor's supervision. All personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

- a. **Monitoring and Training.** It shall be the responsibility of the Contractor to develop a system of monitoring to ensure that program personnel perform their duties adequately. NARCOG reserves the right to establish minimum monitoring requirements and/or provide monitoring tools for use by Contractor.

It is also the responsibility of the Contractor to train all program personnel (employees and volunteers) on all facets of the program, provision of service and all relevant policies and procedures. NARCOG reserves the right to establish minimum training requirements, require specific training materials/manuals/reference guides and/or provide training tools for use by Contractor.

- b. **In-service, Training, Workshops and Meetings.** NARCOG requires appropriate personnel to attend in-service trainings sponsored by NARCOG and ADSS. Any waiver for personnel required to attend must receive approval from NARCOG.

14. **Subcontracts.** None of the work or services covered by this Contract shall be subcontracted by the Contractor to any other individual, agency, organization or company.

15. **Confidentiality.** No information obtained from or pertaining to an individual as a result of this contract will be disclosed in a form which shall identify an individual. The Contractor further agrees to protect the confidentiality of potential, active, and previous clients who are service recipients. Contractor is responsible for familiarizing personnel with confidentiality policies.

16. **HIPAA Compliance.** The Contractor is responsible for developing and implementing procedures and policies that adhere to the Health Insurance Portability and Accountability Act (HIPAA). The Contractor must also have a current HIPAA Business Associate Agreement on file with NARCOG stating it will adhere to all rules and requirements contained therein.



17. **Computers and Other Data Devices.** The Contractor agrees to take all necessary precautions to safeguard computer equipment and other data devices. Contractor agrees to annually update Anti-Virus software. Contractor is responsible for all maintenance of said computers and devices while in their possession. All computers and devices used away from the office containing participant information must be encrypted to protect the confidential information of participants. The Contractor shall immediately report any accidents or virus-related problems, as well as all lost or stolen computers or devices to NARCOG's Director of Aging.
18. **Maintenance of Records.** The Contractor shall maintain such records and accounts, including property, personnel, and financial records, as determined necessary by NARCOG, the Alabama Department of Senior Services, and government auditory standards. Participant information will be obtained, processed and maintained in a manner that assures the confidentiality of the participant will not be violated and HIPAA Guidelines are followed. The Contractor will be required to have a HIPAA Business Associate Agreement on file with NARCOG which covers all contracts.
19. **Record Retention.**
  - a. **Fiscal Records.** All required fiscal records and are required to be retained for a specified period of six (6) years from the termination date of this contract.
  - b. **Program Records.** All Title III *Participant Enrollment Forms*, participant sign-in sheets, home delivered meals delivery sheets, service logs, and any other program records must be retained by the Contractor for three (3) years from the termination date of this contract.
20. **Audits and Inspections.** During the Contract period, and as long thereafter as the records are required to be maintained, during normal business hours, NARCOG, Alabama Department of Senior Services, and/or the Comptroller General of the United States, or their authorized representatives, shall have the right of access to any books, documents, papers or other records (including electronic records) with respect to all matters covered by this Contract in order to make audit, examination, excerpts and/or transcripts to determine effectiveness and efficiency of service delivery. The Contractor will cooperate with NARCOG and/or the Alabama Department of Senior Services in evaluating the effectiveness, feasibility and cost of contracted services. The Contractor shall provide NARCOG with a copy of the official agency audit for the Contract period.
21. **Identification of Support/Publicity/Recognition.**
  - a. The Contractor shall make available to NARCOG copies of all publications, flyers, outreach materials, advertisements, announcements, informational materials created by the Contractor (other than documents exclusively for internal use by the Contractor) for use under this contract that publicize any services or programs covered under this contract.
  - b. All facilities (e.g., senior centers, Contractor's offices) supported through this contract shall display in a conspicuous place, an acknowledgement of support

received from NARCOG and the Alabama Department of Senior Services. Said display is to include the official logos of said agencies.

- c. Advertisements, announcements, reports, informational material and other documents completed as part of this Contract, shall indicate in a conspicuous place, an acknowledgement of support received from NARCOG and the Alabama Department of Senior Services. Said documents are to include the official logos of said agencies. Any major publicity given to the Title III programs must acknowledge that the program is funded in part by a grant from NARCOG, in cooperation with the Alabama Department of Senior Services.

22. **Targeting of Services.** The Contractor shall target older individuals with greatest economic need and older individuals with greatest social need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas) in the delivery of services, as defined in the Older Americans Act and supporting regulations. The Contractor will adhere to the targeting population in order to satisfy the needs of those individuals in the areas falling in those categories. The Contractor assures an attempt to provide service to targeted individuals in at least the same proportion as the target population is to the population of older individuals of the area.

23. **Outreach.** The Contractor shall conduct outreach in a manner designed to target low-income, rural, and minority individuals. Outreach is initiated by the Contractor and is an intervention with individuals for the purpose of identifying potential participants (or their caregivers) and encouraging their use of existing services and benefits.

The Contractor is to provide to NARCOG specific objectives for providing outreach and include proposed methods for carrying out these objectives. NARCOG will provide a template for the Outreach Plan. The targeting and outreach plan will specify how the Contractor will conduct and/or coordinate outreach activities on an on-going basis to ensure participation in the programs funded by the Title III funds.

24. **Copyright.** No report, data or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright or funding by or on behalf of this Contractor.

25. **Modification in Contract.** NARCOG may from time to time require changes in the scope of services of the Contractor to be performed hereunder. Such changes, including but not limited to, any increase or decrease in the amount of the Contractor's compensation and/or time limitations shall be incorporated in written amendments to this Contract.

26. **Termination of Contract.** If through any cause the Contractor shall fail to fulfill in a timely and proper manner, its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Contract, NARCOG shall have the right to

terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

In that event, all finished or unfinished documents and reports prepared by the Contractor, and equipment purchased from Aging funds shall, at the option of NARCOG, become the property of NARCOG.

Upon such termination, the Contractor shall be entitled to receive just and equitable compensation for any work completed to the satisfaction of NARCOG. Upon any such breach by the Contractor and such termination, NARCOG may withhold payments to the Contractor until such time as the exact amount of damage due to NARCOG from the Contractor is determined.

If the Contractor cannot fulfill service delivery, he/she shall thereupon have the right to terminate the third party contract by giving written notice to NARCOG of such termination and specifying the effective date, thereof, at least thirty (30) days before the effective date of such termination.

27. **Contract Assurances.** The Contractor agrees to abide by the following assurances included in this contact in **EXHIBIT F**:

- a. Assurance on Compliance with the U.S. Department of Justice Americans with Disabilities Act
- b. Non-discrimination Affirmative Action Program
- c. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -Lower Tier Covered Transactions
- d. Certification Regarding Lobbying: Certification for Contracts, Grants, Loans and Cooperative Agreements
- f. Certification Regarding Drug-free Work-place Requirements
- g. Immigration
- h. Conflict of Interest
- i. Deficit Reduction Act

28. **Notice, Contact, and Payee Information.**

- a. The name, address, telephone number, fax number and e-mail address of the contract manager for NARCOG is:

Name: Justin Graves, Area Agency on Aging Director  
Physical Address: 216 Jackson Street SE  
Decatur, AL 35601  
Mailing Address: PO Box C  
Decatur, AL 35602  
Phone: (256) 355-4515, Ext. 261  
Fax: (256) 351-1380  
Email: justin.graves@adss.alabama.gov

- b. The name, address, telephone number, fax number and e-mail address of the representative responsible for administration of the program for the Contractor is:

Name: Stephanie Lawson  
Physical Address: 1539 Sportsman Lake Rd NW  
Cullman, AL 35056  
Mailing Address: P.O. Box 1706 Cullman, AL 35056  
Phone: 256-734-1241  
Fax: 256-734-1280  
E-mail: slawson@co.cullman.al.us

- c. In the event different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

- d. The name and mailing address of the official payee to whom the payment shall be made:

Name: Cullman County Commission on Aging  
Address: P.O. Box 1706  
Cullman, AL 35056  
\_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF**, this Agreement has been executed by the North Central Alabama Regional Council of Governments and the Contractor's authorized officers.

**Entered into on this, the 1st day of October, 2022.**

**FOR NARCOG:**

Robby Cantrell  
Robby Cantrell, NARCOG Executive Director

11/7/22  
Date

**FOR CONTRACTOR:**

**BY:** Cullman County, a Body Corporate in the State of Alabama

John M. Bullard  
Cullman County Administrator (Print Name)

John M. Bullard  
Cullman County Administrator (Signature)

10/19/22  
Date

Jeff Clemons  
Cullman County Commission Chairman  
(Print Name)

Jeff Clemons  
Cullman County Commission Chairman (Signature)

10/19/22  
Date

**EXHIBIT A**

**SCOPE OF SERVICES  
TITLE III: ADMINISTRATION**

The Contractor shall do, perform and carry out in compliance with Title III guidelines, standards and regulations, and also in a proper and satisfactory manner as determined by NARCOG, the services described below for eligible recipients residing in the service area.

- I. **Staffing.** The Contractor will be responsible for the hiring and supervision of adequate staff.
  - A. The Contractor shall employ paid staff capable of performing the services in a satisfactory and proper manner, knowledgeable in dealing with and identifying needs of the elderly, to inform older persons of the opportunities and services available to them and to assist them in taking advantage of appropriate resources.
  - B. The Contractor will designate a particular person to serve as the Aging Director or Administrator for the Title III Programs who will be responsible to the Contractor for the services to be rendered under this contract.
  - C. At a minimum, each Senior Nutrition Center shall have a paid Center Manager and sufficient part-time personnel/volunteers to perform the tasks according to the terms of this contract, including performing accurate recordkeeping, reporting and accounting duties. The part-time staff component may be one or a combination of paid staff, volunteers, Senior Aides, and/or program participants.
  - D. Senior Nutrition Center Managers shall be required to attend all NARCOG meetings and trainings. On occasions when the Center Director cannot attend, a representative shall be sent on behalf of the Center Manager. NARCOG staff shall provide initial and ongoing training and technical assistance to all Senior Center Managers. The Senior Nutrition Center Manager or a *trained* substitute shall be on site to manage the senior center during operational hours.
  - E. The Contractor will provide program personnel with copies of its official administrative and/or personnel policies and will keep resumes and job applications from program employees on file.
  - F. The Contractor will keep job descriptions for current positions on file.

- G. Personnel employed by the Contractor to perform the services under the contract shall be subject to the employment practices, policies and procedures of the Contractor, including annual Center Manager performance evaluations.
- H. NARCOG is to be notified immediately, in writing, of any personnel changes affecting the Title III Program. This includes Contractor Office staff, as well as nutrition center managers or assistants in the nutrition centers.

**II. General Aging Program Administration.** The Contractor shall:

- A. Work with NARCOG in identifying service gaps and in planning and implementing programs.
- B. Conduct public hearings and/or needs assessments in conjunction with NARCOG to give the general public an opportunity to express their concerns about existing and needed aging services.
- C. Develop cooperative agreements with as many services providers as possible to create a coordinated and comprehensive service delivery system to the elderly.
- D. Develop and maintain, distribute and disseminate information regarding services and opportunities available to older persons through targeted outreach efforts.
- E. Provide an effective system to link people in need of services to the appropriate resources. This system will remain in place Monday through Friday during the Contractor's office hours.

**III. Coordination and Public Awareness/Aging & Disability Resource Center Referrals.** The Contractor will provide for public awareness through active outreach and referral services throughout the year by:

- A. Supporting and publicizing NARCOG's Aging & Disability Resource Center (ADRC).
- B. Offering seniors and those with disabilities needing additional information and/or further assessment of needs, a referral to NARCOG for a complete screening under the Aging & Disability Resource Center (ADRC).
- C. Publicizing in the news media, as well as by other methods, matters pertaining to the elderly and those with disabilities.

**IV. Aging Information Management System (AIMS).** The Contractor is required to participate in the ADSS's computer reporting system, Aging Information Management System (AIMS). Participating in this system includes the following:

**A. Web AIMS User Access.**

1. Each new user must read and sign the *NARCOG Information Security and Confidentiality Agreement for Web AIMS Users*. These forms will be provided to the Contractor by NARCOG.
2. The Authorizing Agent of the contractor (typically the Aging Director or Administrator) must complete and sign the *NARCOG Web AIMS User Account Request & Change Form*:
  - a. To add a new user.
  - b. To request a change in user information.
  - c. To add or remove user programs/services.
  - d. A "Date Effective" must be specified for each action on the form.
3. When an authorized user leaves the contractor's employ or they are no longer working with Web AIMS, that person's user ID and access must be deactivated immediately. The Authorizing Agent must submit to NARCOG a signed *NARCOG Web AIMS User Account Request & Change Form* requesting this deactivation and include a "Date Effective".

**B. Participant Enrollment Forms.** The Contractor shall maintain an individual record for each participant on the current *Participant Enrollment Form* as provided by the Alabama Department of Senior Services (ADSS). A *Participant Enrollment Form* shall be completed on each Title III participant for services requiring that a participant be registered.

1. The contractor will refer to OAA service definitions provided by NARCOG to determine which participants require a *Participant Enrollment Form* to be completed.
2. *Participant Enrollment Forms* are to be completed *prior* to the receipt of services.
3. *Participant Enrollment Forms* must be filled out accurately and completely.
4. Contractors will be responsible for entering all *Participant Enrollment Forms* in Web AIMS in a timely manner.
5. Each participant must have a current *Participant Enrollment Form* completed annually. A *Participant Enrollment Form* is considered outdated if it is more than 365 days old.



**EXHIBIT B**

**SCOPE OF SERVICES  
TITLE III-B: SUPPORTIVE SERVICES**

The Contractor shall do, perform and carry out in compliance with Title III-B guidelines, standards and regulations, and also in a proper and satisfactory manner as determined by NARCOG, the services described within this scope of services and its attachments for eligible recipients residing in the service area.

- I. **Service Definitions.** The Contractor will provide the following Title III-B Supportive Services: The Contractor shall adhere to the Older Americans Act Supportive Service Definitions which are provided as **EXHIBIT B / ATTACHMENT A**. Contractor agrees to ensure only participants eligible for supportive services and transportation services receive these services rendered and that the services are recorded as part of the contract.
  
- II. **Public Education.** NARCOG will provide a monthly calendar with *Public Education Topics* on specific dates, as well as copied materials for distribution. Center Managers are required to complete these according to the calendar each month. Any deviation from this must be approved by NARCOG. *In addition to topics provided by NARCOG*, the center managers may provide additional public education sessions. These must be documented according to guidelines established by NARCOG.
  
- III. **Forms & Logs Required.** The contractor agrees to document all services designated in this scope of services as required by NARCOG on forms provided to the Contractor by NARCOG. Report due dates are indicated in **EXHIBIT B / ATTACHMENT B**. The following are current reports required. However, NARCOG reserves to right to revise reporting requirements as needed during the contracting period.
  - A. **Participant Enrollment Forms.** A *Participant Enrollment Form* is to be completed for any eligible participant who is to receive a service which requires the participant to be a registered participant. These services are identified in the service definitions under the Unit column as "Registered Participant" in **EXHIBIT B / ATTACHMENT A**.
  
  - B. **Service Logs.**
    1. Aggregate service logs are to be used to report services that are designated to be reported as aggregate totals. These services are identified in the service definitions under the Unit column as "Aggregate" in **EXHIBIT B / ATTACHMENT A**. Aggregate services do not require the contractor to record units under participants by name. Rather the units are aggregated with a total number of units for each day on the log.

2. **Single Service or Multi-Service Logs.** Single or multi-service service logs are used to report service units received by individual, registered participants. These services require each person receiving them to have a completed and current (within one year) *Participant Enrollment Form* on file. Units of service are to be recorded for each eligible participant on these logs, not as aggregate totals.

**IV. Transportation Services.**

- A. In order to facilitate contact with social services available in the county, the Contractor shall provide transportation for the elderly in the service area Monday through Friday during Contractor's office hours. "Social Services" means any of the Title III-related services which meet such standards as NARCOG may prescribe for the general welfare of older persons, including but not limited to:
  - Health and welfare, continuing education, information, recreation, counseling or referral services;
  - Transportation to facilitate access to nutrition services;
  - Services designed to encourage and assist older individuals to use the facilities available to them;
  - Shopping assistance trips to be coordinated with the Contractor for the senior centers.
- B. Maintenance checks will be performed on a regular basis on each vehicle transporting aging program participants to insure the safety of the vehicle(s). Accurate records will be kept on the following:
  - Vehicle maintenance checks;
  - Driver time sheets showing time spent on routes and mileage;
  - Persons obtaining services and those requesting service.

## EXHIBIT B / ATTACHMENT A

**Older Americans Act (OAA)  
FY23 III-B Supportive Services Definitions**

**Eligibility:** Must be age 60 or older. Local funds must be used for services provided to those under 60.

**Verification:** Must have enrollment form (Title III – Participant Enrollment Form) completed annually with AAA staff approval for service delivery.

Complete with ADL/IADL checklist for Personal Care, Homemaker, Chore, and Adult Day Care/Health Services.

**Target Population under OAA for services and programs:** Age 60+ with greatest social and economic need, low-income, those residing in rural areas, limited English proficiency, and at greatest risk for institutional care (i.e., has at least two ADL impairments).

Service Category	Fund Source	Unit	Definition	Notes
<b>Personal Care</b>	Title III-B State Local Program Income Other	1 hour = 1 unit  <b>Registered Participant</b>	Assistance (personal assistance, stand-by assistance, supervision, or cues) with Activities of Daily Living (ADLs) and/or health-related tasks provided in a person's home and possibly other community settings. Personal care may include assistance with Instrumental Activities of Daily Living (IADLs).  <b>Example: dressing, bathing, personal grooming, toileting, transferring in/out of bed/chair, continence, feeding, or walking to assist with personal care needs.</b>	<b>Must have at least 2 of the following ADL impairments:</b> dressing, bathing, personal grooming, toileting, transferring in/out of bed/chair, continence, feeding, or walking to assist with personal care needs.  [OAA, Section 102(a)(22)(A)(i); OAA, Section 321(a)(22)]
<b>Homemaker</b>	Title III-B State Local Program Income Other	1 hour = 1 unit  <b>Registered Participant</b>	Performance of light housekeeping tasks provided in a person's home and possibly other community settings. Task may include preparing meals, shopping for personal items, managing money, or using the telephone in addition to light housework.	<b>Must have at least 2 of the following ADL impairments:</b> dressing, bathing, personal grooming, toileting, transferring in/out of bed/chair, continence, feeding, or walking to assist with personal care needs.

Service Category	Fund Source	Unit	Definition	Notes
				[OAA, Section 102(a)(22) (A)(i); OAA, Section 321(a)(5)(C)]
<b>Chore</b>	Title III-B State Local Program Income Other	1 Hour = 1 Unit  <b>Registered Participant</b>	Performance of heavy household tasks provided in a person’s home and possibly other community settings. Tasks may include yard work or sidewalk maintenance in addition to heavy housework.	Can include providing supplies for volunteers to provide the assistance to build ramps and to provide other simple home repairs and upgrades to assist with independence.  [OAA, Section 321(a)(5)(C)]
<b>Adult Day Care/Health</b>	Title III-B State Local Program Income Other	1 Day (8 hours) = 1 Unit  <i>*Partial days may be reported using two decimal places</i>  <b>Registered Participant</b>	Services or activities provided to adults who require care and supervision in a protective setting for a portion of a 24-hour day. Includes out of home supervision, health care, recreation, and/or independent living skills training offered in centers most known as Adult Day, Adult Day Health, Senior Centers, and Disability Day Programs.  [OAA, Section 321(a)(5)(B)]	<b>Must have at least one ADL or IADL impairment:</b> ADL – dressing, bathing, personal grooming, toileting, transferring in/out of bed/chair, continence, feeding, or walking to assist with personal care needs. IADL – telephone use, shopping, food preparation, housekeeping, laundry, mode of transportation, or medication management. [OAA, Section 102(a)(22) (A)(i); OAA, Section 321(a)(5)(C)]
<b>Case Management</b>	Title III-B State Local	1 Hour = 1 Unit	Assistance either in the form of access or care coordination in circumstances where the older person is experiencing diminished	ADSS strongly encourages the use of III-B and/or ADRC state funds for

Service Category	Fund Source	Unit	Definition	Notes
	Program Income Other	<i>*Partial units may be reported (15-minute increments) for CM assistance lasting less than an hour</i>  Registered Participant	functioning capacities, personal conditions or other characteristics which require the provision of services by formal service providers or family caregivers. Activities of case management include such practices as screening and assessing needs, providing options counseling, coordinating services, and providing follow-up as required. Short-term case management is used to stabilize individuals and their families in times of immediate need before they have been connected to ongoing support and services. It may involve a home visit and more than one follow-up contact.	activities that are not covered under Medicaid or any other program fund source for situations that may require more intensive case management than is offered by the ADRC.  <b>*III-B Case Management can be a resource when the ADRC determines the need for a home visit.</b>
<b>Legal Assistance</b>	Title III-B State Local Program Income Other	1 Hour = 1 Unit  <i>*Report in actual minutes</i>  Registered Participant	Legal advice and representation provided by an attorney to older individuals with economic or social needs as defined in the OAA, Sections 102(a) (23 and 24), and in the implementing regulation at 45 CFR Section 1321.71, and includes to the extent feasible, counseling, or other appropriate assistance by a paralegal or law student under the direct supervision of a lawyer and counseling or representation by a non-lawyer where permitted by law.	<b>*Time spent providing legal assistance to a client should be reported in actual minutes. Either the attorney or the AAA should report the attorney's hours. Both agencies may not report the same hours.</b>
<b>Information and Assistance (I&amp;A)</b>	Title III-B State Local Program Income Other	1 Contact = 1 Unit  Aggregate	A service that: provides the individuals with current information on opportunities and services available to the individuals within their communities, including information relating to assistive technology; assesses the problems and capacities of the individuals; links the individuals to the opportunities and services that are available; to the maximum extent practicable, ensures that the	I&A can be provided to individuals under age 60.  Anyone that receives I&A at the senior center should be referred to the ADRC. Referrals to the ADRC are counted as a unit of I&A.

Service Category	Fund Source	Unit	Definition	Notes
			individuals receive the services needed by the individuals, and are aware of the opportunities available to the individuals, by establishing adequate follow-up procedures and serves the entire community of older individuals, particularly with greatest social and economic need and at risk of institutional placement.	<b>*Phoning an individual to provide comfort or help (previously captured as Telephone Reassurance)</b>
<b>Outreach</b>	Title III-B State Local Program Income Other	1 Contact = 1 Unit  Aggregate	Intervention with individuals initiated by an agency or organization for the purpose of identifying potential participants or their caregivers and encouraging their use of existing services and benefits.	Outreach can be provided to individuals under age 60.  <b>*Going to see a participant to provide comfort or help (previously captured as friendly visiting)</b>  <b>*Outreach is not an appropriate category to collect large group numbers from media events. Report under Marketing</b>
<b>Public Education</b>	Title III-B State Local Program Income Other	1 Contact = 1 Unit  Aggregate	Providing opportunities for individuals to acquire non-nutrition related knowledge, experience, or skills. This service may include workshops designed to increase awareness on various topics, such as crime or accident prevention, continuing education, or legal issues. Workshops may be designed to teach participants a specific skill in a craft, job, or occupation if the participant does not expect to receive wages or other stipends.	

Service Category	Fund Source	Unit	Definition	Notes
Marketing	Title III B State Local Program Income Other	1 Activity = 1 Unit  Aggregate	An activity that involves contact with multiple individuals through newsletters, publications, or other social or mass media activities providing education and outreach.  <b>Example: Newspaper Ad/story – 1 unit Estimated audience = 1,500</b>	<b>*Do not report over 10,000</b>

## Sources:

1. Older Americans Act – 2020 Reauthorization, <https://acl.gov/about-acl/authorizing-statutes/older-americans-act>
2. State Program Performance Report for State Units on Aging, Appendix A: Data Element Definitions, OMB Approval Number 0985-0008

***Reminder:*** ADRC's screen the individual but it is up to the III-B staff to enroll the client utilizing the III-B Enrollment Form located in AIMS.

**Older Americans Act  
FY23 Transportation Services Definitions (Title III-B)**

**Eligibility:** **Must be age 60 or older.** Exceptions that apply to Nutrition Services do not apply to other Title III-B services. If transportation is provided to someone under 60 you must code the registered client to another fund source such as local.

**Verification:** Must have at least one ADL or IADL impairment or a dementia-related diagnosis for Assisted Transportation. Must have enrollment form completed annually with AAA staff approval for service delivery.

**Target Population under OAA for services and programs:** Age 60+ with greatest social and economic need, especially low-income older people, those residing in rural areas, older people with limited English proficiency, and older people at greatest risk for institutional care (i.e., has at least two ADL impairments).

**\*\*\*\*\*Transportation Title III-B funds cannot be expended to transport meals\*\*\*\*\***

Service Category	Fund Source	Unit	Definition	Notes
Assisted Transportation	Title III-B State	1 one-way trip = 1 unit	Services or activities that provide or arrange for the travel, including travel costs, of individuals from one location to another. This service includes escort or other appropriate assistance for a person who has difficulties (physical or cognitive) using regular vehicular transportation. Does not include any other activity.  *A one-way trip may include the following: assisting the individual in preparation for the trip, assisting from their place of residence into the transportation vehicle, assisting the individuals from the vehicle to the destination, staying with the individual at the point of destination, assisting the individual back to the vehicle and then assisting the individual back to home.	Participant must be enrolled in Title III services, and Title III funds must be used to pay for some portion of the trip. Participant must have at least one ADL/IADL impairment and/or have cognitive/dementia challenge.
	Local Program Income Other	Registered Participant		



<b>Transportation</b>	Title III-B State Local Program Income Other	1 one-way trip = 1 unit  <b>Registered Participant</b>	Services or activities that provide or arrange for the travel, including travel costs, of individuals from one location to another. Does not include any other activity.  *Senior Center participants will already be registered in AIMS if they are receiving transportation to the center and will not need an additional enrollment form completed. Those who are not nutrition participants and receive other transportation to places such as medical appointments, shopping, etc. should be registered with the III-B enrollment form.	Participant must be enrolled in Title III services, and Title III funds must be used to pay for some portion of the trip.
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Sources:

1. Older Americans Act – 2020 Reauthorization, <https://acl.gov/about-acl/authorizing-statutes/older-americans-act>
2. State Program Performance Report for State Units on Aging, Appendix A: Data Element Definitions, OMB Approval Number 0985-0008

**EXHIBIT C**

**SCOPE OF SERVICES  
TITLE III-C: NUTRITION SERVICES**

The Contractor shall do, perform and carry out in compliance with Title III-C guidelines, standards and regulations, and in a proper and satisfactory manner as determined by NARCOG, the services described within this scope of services and its attachments, for eligible recipients residing in the region.

- I. **Nutrition Program Administration (General).** The Contractor shall do, perform, and carry out in compliance with Title III-C guidelines, standards and regulations in a timely, competent, and satisfactory manner, a Nutrition Services Program as follows:
  - A. Administration of a program for aging nutrition services that will assist NARCOG in the implementation of the NARCOG Area Plan for Aging.
  - B. Provision of a nutrition program with adequate facilities, equipment, and supplies.
  - C. Assurance that each Senior Nutrition Center has an active Center Council to make recommendations on carrying out the objectives of this Contract. Contractor shall keep a roster and any minutes of meetings of the center council and make available for review upon request.
- II. **Service Definitions.** The Contractor shall adhere to the Older Americans Act Nutrition Service Definitions are provided as **EXHIBIT D / ATTACHMENT A**. As part of the contract, the Contractor agrees to ensure only participants eligible for nutrition services receive these services and that the units are recorded.
- III. **Alabama Elderly Nutrition Program Manual (ENP).** The Contractor will adhere to all program guidelines, policies and procedures for operation, administration and management of all nutrition services as stated in the current *Alabama Elderly Nutrition Program Manual (ENP)* provided by the Alabama Department of Senior Services, as well as any updates and revisions made during the contract period. NARCOG will provide the contractor with the current manual and all updates.
  - A. The Contractor will provide each center manager with a copy of the ENP.
  - B. In the event this manual is revised in whole or in part, NARCOG will forward all changes to the Contractor to immediately distribute and implement at all nutrition centers.

- C. All revisions or replacements to the ENP will automatically be incorporated under this contract.
- D. The Contractor shall adhere to all program eligibility guidelines for all nutrition services as outlined in the ENP.

**IV. Senior Nutrition Center Hours of Operation/Holidays.** Senior Centers within the Contractor's county must be open for normal operations no less than four (4) hours per day, five (5) days per week (Monday-Friday). If operating less than five (5) days a week, contractor must submit a request for waiver to NARCOG for approval sixty (60) days in advance of any change in hours of operation. This waiver must be updated annually no less than 60 days before the start of the next contract year. NARCOG will provide the Contractor with a waiver form. The request will be sent to ADSS and the final decision will come from the ADSS Commissioner.

The holidays and additional approved closing days for the 2019 fiscal year will be observed as in **EXHIBIT D / ATTACHMENT B**.

**V. Contractor Nutrition Centers.** The following are the elderly nutrition centers designated for meal service through the Contractor as of the effective date of this contract:

Colony	
Crane Hill	Cullman
Fairview	Hanceville
Holy Pond	West Point

The Contractor shall:

- A. Locate elderly nutrition centers and services as close as possible to concentrations of elderly with the greatest social and economic need, as well as those eligible older persons and handicapped or disabled persons living in housing facilities occupied primarily by the elderly.
- B. Provide a nutrition center that is clean, pleasant, and accessible to kitchen, restrooms, and telephones, as well as meets all applicable health, fire, safety, and sanitation regulations and inspections.
- C. Display all current Health Department approvals at all nutrition centers in a conspicuous location. Current copies of all nutrition centers' approvals must be maintained on file in the Contractor's office, and copies of all also need to be provided to NARCOG as requested.

- D. Provide a written notification to NARCOG when there are any changes in existing elderly nutrition center locations or the establishment of a new service location. This notification shall be forwarded to NARCOG for approval by the NARCOG and ADSS prior to such change or establishment of a new nutrition center.
- E. There is no guarantee of any funds being available for additional or new nutrition centers.

**VI. Forms & Service Logs Required.** The contractor agrees to document all services designated in this scope of services as required by NARCOG on forms provided to the Contractor by NARCOG. The following are current reports required. However, NARCOG reserves to right to revise reporting requirements as needed during the contracting period. The due dates for the following forms are located in **EXHIBIT D / ATTACHMENT C**.

- A. **ADSS Participant Enrollment Forms.** *A Participant Enrollment Form* is to be completed for any eligible participant who is to receive a service which requires the participant to be a registered participant. These services are identified in the service definitions under the Unit column as "Registered Participant".
  1. *All senior centers must retain the Participant Enrollment Forms at the center on all participants who receive registered, Title III services. Copies of the Participant Enrollment Form may also be kept at the Contractor's office, but this is not required by NARCOG.*
  2. The Contractor is responsible for entering in all required information from the *Participant Enrollment Forms* into AIMS.
  3. **All Participant Enrollment Forms must be kept in a locked drawer or cabinet at any location in which they are kept.**
- B. **Aggregate Service Logs.** Aggregate service logs are to be used to report services that are designated to be reported as aggregate totals. These services are identified in the service definitions under the Unit column as "Aggregate". Aggregate services do not require the contractor to record units under participants by name. Rather the units are aggregated with a total number of units for each day on the log.
- C. **Single Service Logs.** Single service logs are used to report service units received by individual, registered participants. These services require each person receiving them to have a completed and current (within one year) ADSS *Participant Enrollment Form* on file. Units of service are to be recorded for each eligible participant on these logs, not as aggregate totals.
- D. **Item Delivery Tickets.** These forms are provided to the nutrition centers upon delivery of the meals. Center managers are to utilize these forms to document the meals delivered and served, as well as other issues and facts according to instructions in the *Alabama Elderly Nutrition Program Manual*.

- E. **Meals Served Record.** This form accompanies the Item Delivery Tickets each week and serves as a summary of the number of meals delivered, the number of meals by program, the number of unserved meals, and the number of center participants present for each day of the serving week. The numbers on this form should directly match those on the Item Delivery Tickets and the Participant sign-in sheets.
  
- F. **Meal Orders.** The meal order is a form submitted to NARCOG in which the Contractor designates the number of meals needed for each serving day. The meals are designated on the meal order form by meal type. Failure to submit the meal order in a timely manner will result in NARCOG placing an order based on the most recent full week's order. This may result in not enough meals being ordered OR too many meals may be ordered, in which case the Contractor will be responsible for paying for any additional meals ordered but not able to be served.
  
- G. **Center Manager Time Logs and Volunteer Time Logs.** The Contractor shall submit to Center Manager and Volunteer Time Logs (log template to be provided by NARCOG) for each center manager, employee, Senior Aid, and volunteer, indicating the number of hours worked by service type.
  - 1. The logs will indicate the type of service provided and the number of hours spent on each service by either the center manager or the volunteers on their respective logs. The time logs shall be completed accurately, including all column and row totals prior to submitting to NARCOG. The total daily time should not exceed the total hours worked by the center manager or the volunteer for that day.
  - 2. Any new requirements or new services added by ADSS or NARCOG will be reported in the same manner, meeting all necessary reporting requirements.
  
- H. **Donation Sheet for Congregate & Home Delivered Meals.** The Contractor shall use this form provided by NARCOG in each center to document all contributions received for nutrition services. The form will also be used to record signatures of those verifying the amounts of the contributions per guidelines and procedures established by ADSS and NARCOG.
  
- I. **Participant Sign-in Sheets.** Each center is to make a sign-in sheet available each day meals are served. Eligible participants are to sign-in each day on these sheets. These sheets provide legal documentation for those participants consuming a congregate meal and should match those participants on the AIMS logs as having received a meal that date. The sign-in sheets must be maintained

for review by ADSS or NARCOG. The Contractor agrees to provide copies of all sign-in sheets to NARCOG as requested.

- J. **Home Delivered Meals Delivery Sheets.** Each center is to maintain delivery sheets for all home delivered meals delivered to eligible participants. These sheets provide legal documentation for those participants receiving a home delivered a meal and should match those participants on the AIMS logs as having received a meal that date. The home delivered meals delivery sheets must be maintained for review by ADSS or NARCOG. The Contractor agrees to provide copies of all delivery sheets to NARCOG as requested.

**VII. Waiting List for Meals.** On a monthly basis, the Contractor must submit waiting list information to NARCOG for those waiting for meals services. The information submitted must include the names, dates of birth and be organized by center and then by meal type (congregate or home delivered). The due date for the waiting list is located in **EXHIBIT D / ATTACHMENT C.**

**VIII. Staffing and Training.**

- A. The Contractor shall provide a center manager to work a minimum of four hours daily at each site.
- B. In selection of the nutrition center manager, preference should be given to qualified participants who are older persons if job qualifications are the same.
- C. The center managers shall be required to attend program-related training as required by NARCOG. The training shall provide up-to-date information on new rules, regulations, and techniques relating to the services provided in the centers.
- D. The Contractor will require its staff to participate in training sessions and other meetings sponsored by the ADSS and NARCOG.
- E. In conjunction with NARCOG, the Contractor will develop a staff training plan for new center managers that includes at least the following elements:
  - 1. Introduction to Older Americans Act nutrition services and center management.
  - 2. Introduction to the ENP Guide to Meal Services and training on specific chapters.
  - 3. Training on safe food handling procedures and practices.
  - 4. Training on all program forms.
  - 5. Training on eligibility guidelines and the completion of the *Participant Enrollment Forms*.

- F. The Contractor shall recruit, train, and supervise an active volunteer force for both congregate and home-delivered meals programs. All volunteers shall receive basic food safety and sanitation training prior to handling and serving food.
- G. The Contractor shall arrange for an adequate number of paid and volunteer staff necessary to carry out the nutrition services at each center, including clean-up after serving meals.
- H. In the event of a center manager's absence, only a qualified designee may act as a substitute.

**IX. Provision of Nutrition Support Services.** The Contractor agrees to:

- A. Provide outreach that will insure maximum utilization of nutrition services.
- B. Provide round-trip transportation for participants who want to attend elderly nutrition centers who cannot provide their own transportation.
- C. Provide *nutrition education* services to nutrition center participants (both congregate and homebound) according to the schedule provided by NARCOG. Topics and copies of materials will be provided by NARCOG.
- D. Work with participants and NARCOG to provide Nutrition Counseling services to participants with a high nutrition risk as identified by the Nutrition Health assessment on the *Participant Enrollment Form*.
- E. Provide socialization and recreation opportunities to older persons to alleviate loneliness and isolation. These on-going social and recreation activities are to be available at all times during program hours, except when meals are being served.
- F. Provide opportunity for social work intake and counseling, i.e., Vocational Rehabilitation, Mental Health Center, Community Action Agencies, Social Security, D.H.R. (including SNAP & AESAP programs), etc.
- G. Maintain a variety of informational programs, educational programs and recreational activities for all interested participants. This includes the use of visual information (i.e. posters, pamphlets, magazines) which should be available to center participants on a continuous basis.

**X. Participant Contributions (Donations).** The Contractor shall provide opportunities for participants who receive nutrition services to make contributions/donations according to their ability to pay. Participants wishing to make a contribution for services received

through Title III funds should be given a fair and voluntary opportunity to contribute toward the cost of services through *non-coercive* and *confidential* methods.

- A. There is no cost or charge to any participant for a meal offered in the nutrition program under this contract, but rather participants are to be provided an opportunity to make a voluntary contribution/donation. The *Participant Enrollment Form* suggests a donation of \$1.25 per meal. This does not infer a cost, but rather, simply provides a suggestion of donation based on the region's economic status.
- B. If an eligible participant is unable or unwilling to make a donation, meals or services may not be denied based upon their inability or unwillingness to make a donation.
- C. The Contractor should provide a locked money receptacle for each nutrition center.
- D. The privacy of each participant with respect to his or her contribution shall be protected. The most recommended suggested method is by use of individual donation envelopes.
- E. Two volunteers are to count participant contributions daily. The center manager is to count these contributions a third time to verify them.
  - 1. Contributions are to be recorded in separate amounts for congregate and home delivered meals on the *Weekly Donation Sheet for Congregate & Home Delivered Meals*.
  - 2. The center manager and volunteers are to sign the *Client Weekly Donation Sheet for Congregate & Home Delivered Meals* verifying the amounts collected.
- F. Monies collected from participants for both congregate and home-delivered meals will be deposited every week.
- G. The Contractor is to keep the *Weekly Donation Sheet for Congregate & Home Delivered Meals* forms and copies of all deposit slips on file at the Contractor's office for review during audits.
- H. The monthly total of all contribution amounts are to be entered on the monthly *Agency Contractor Monthly Request for Reimbursement Form* submitted to NARCOG.



- XI. Meal Orders.** The Contractor must receive and serve a minimum of 25 meals per day, five days per week for each elderly nutrition center. The Contractor may shift the number of meals allotted between centers and meal type but must adhere to the following parameters:
- A. Serve no less than 25 *hot* meals per day out of each respective nutrition center. The 25 meals may be a combination of congregate and home delivered meals.
  - B. The Contractor agrees to provide a meal meeting the Department's State Bid Specs (either a picnic meal or a frozen meal) to participants (congregate and home-delivered) identified as "high nutritional risk" on days the centers are closed.
  - C. Unassembled and Assembled picnic lunch menus may be substituted for hot meals.
    - 1. If all meals are replaced for that day with picnic meals, then there is no minimum to the number of picnic meals to order.
    - 2. Should there be a special event planned that requires the Contractor to exceed the regular day's meal order, the Contractor must get prior approval from NARCOG at least fifteen (15) working days in advance.
    - 3. If meals will exceed contract amounts, then arrangements for reimbursement to NARCOG for the extra meals must be made and put in writing.
- XII. Homebound Criteria & Eligibility.** The contractor will utilize the *NARCOG Home Delivered Meals Eligibility Criteria (EXHIBIT D / ATTACHMENT D)* in determining eligibility for the home delivered meals program. These criteria are a more detailed set of criteria than those outlined in the ENP. The Contractor will use these criteria and evaluate each situation individually utilizing these guidelines. The Contractor should make notes/comments on the *Participant Enrollment Form* to justify the meals for each participant.

**EXHIBIT D / ATTACHMENT A**

**Older Americans Act (OAA)  
FY23 III-C Nutrition Services Definitions**

**Eligibility: Meals must be served to individuals**

Age 60 and over

Spouses of any age of an eligible participant

Person with Disability residing with eligible participant

Person with Disability @ Senior Centers located in Housing Facilities primarily occupied by older individuals; can serve individuals with disabilities under age 60

Volunteer assisting at mealtime

**Verification:** Must complete enrollment form and nutrition assessment annually. All C2 participants must complete ADL/IADL checklist on enrollment form, however this is not required for eligibility of service. Volunteer must complete participant information on enrollment form. Eligible individuals may be authorized to receive C1 and/or C2 meals for recording activities of service.

**Target Population under OAA for services and programs:** Age 60+ with greatest social and economic need, low-income older adults, minority older individuals, those residing in rural areas, older people with limited English proficiency, and older people at greatest risk for institutional care (i.e., has at least two ADL impairments).

<b>Service Category</b>	<b>Fund Source</b>	<b>Unit</b>	<b>Definition</b>	<b>Notes</b>
<b>Congregate Meals</b>	Title III-C1 State Local Program Income Other	1 Meal = 1 Unit*  Registered Participant  Aggregate for approved events	A meal provided by a qualified nutrition project provider to a qualified individual in a congregate or group setting. The meal is served in a program that is administered by AAAs and meets all the requirements of the OAA and state/local laws.  (SPR/OAAPS 2021)	Any meal counted as a unit (activity) of service must be provided under ADSS contract or must be approved by ADSS Registered Dietitian Nutritionist.  **As of 10/01/22 Liquid Meal Replacements must meet all new requirements to be funded under Title III-C.  Only congregate meals served under situations of picnics or shelf stables may be entered into AIMS as "aggregate" when approved by ADSS.
<b>Home-Delivered Meals</b>	Title III-C2 State Local Program Income Other	1 Meal = 1 Unit*  Registered Participant	A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by the AAA and meets all	Any meal counted as a unit (activity) of service must be provided under ADSS contract or must be approved by ADSS Registered Dietitian Nutritionist.

			the requirements of the OAA and state/local laws.  (SPR/OAAPS 2021)	**As of 10/01/22 Liquid Meal Replacements must meet all new requirements to be funded under Title III-C. <b>Must complete the ADL/IADL section of the enrollment form for federal OAAPS reporting. Individuals who are isolated and do not have access to public/private transportation can receive home-delivered meals.</b>
<b>Transportation Subservice (Home-Delivered Meals)</b>	Title III-C2 State Local Program Income Other	1 Delivery = 1 Unit  <b>Registered Participant</b>	This unit of transportation may apply to meals of any type delivered to the participant's residence from the senior center or other drop-off point.  If the AAA pays to deliver a frozen meal pack, it is one unit of transportation per delivery and per person, but not per meal.	Does not include meal deliveries by GA Foods to the participant's residence. The cost of GA Foods' meal delivery is part of the meal cost.  Does not include family pick-up and delivery.  <b>*Title III-B funds cannot be used to transport meals.</b>
<b>Nutrition Education</b>	Title III-C1 Title III-C2 State Local Program Income Other	1 Session = 1 Unit  Capture 1 unit per session  Capture estimated audience size.  <b>Non-Registered Service (Aggregate)</b>	An intervention targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions.  Content is consistent with the Dietary Guidelines for Americans; accurate, culturally sensitive, regionally appropriate, and considers personal	All materials must be approved by ADSS Registered Dietitian Nutritionists prior to use.  May be delivered in-person or via video, audio, online, or the distribution of hardcopy materials.  Examples: 1 presentation = 1 session • Even if offered more than 1 time, by more than 1 presenter, and/or in multiple formats. 1 social media message = 1 session • Includes text messages 1 newsletter = 1 session • Even if containing more than 1 article

			<p>preferences; and overseen by a registered dietitian or individual of comparable expertise as defined in the OAA. (National Nutrition Monitoring and Related Research Act of 1990 and Input Committee)</p> <p>(SPR/OAAPS 2021)</p>	<p>1 set of hardcopy materials = 1 session</p> <ul style="list-style-type: none"> <li>• Each set covering a different topic/message = separate session</li> </ul> <p>The same message communicated more than one way (e.g., menu notes + social media) = 1 session</p> <p><b>Title III-D funds cannot be used for Nutrition Education.</b></p>
<b>Nutrition Counseling</b>	<p>Title III-C1 Title III-C2 State Local Program Income Other</p>	<p>1 Hour = 1 Unit</p> <p>Capture 1 unit per hour per individual</p> <p>Registered Participant</p>	<p>A standardized service as defined by the Academy of Nutrition &amp; Dietetics (AND) that provides individualized guidance to individuals (or their caregivers) at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses, or medication use. Counseling is provided one-on-one by a registered dietitian and addresses the options and methods for improving nutritional status with a measurable goal.</p> <p>(SPR/OAAPS 2021)</p>	<p>Hours (partial hour may be reported to two decimal places, e.g. 0.25 hours.)</p> <p>Title III-D funds cannot be used for Nutrition Counseling.</p>

**\*Note:**

(1) Liquid Meal Replacements: 2 cans Ensure Plus, Boost Plus or Equate Plus = 1 unit  
(Do not count toward NSIP effective 10-1-15)

**\*\*Note:**

(2) Liquid Meal Replacements – must meet all new requirements listed on **Policies and Procedures for Elderly Nutrition Program, 13.0 Liquid Meal Replacement Foods Policy: (Nutrition Coordinator Resource Manual).**

**Sources:**

1. <https://www.aaaps-pilot.acl.gov/api/upload/download?title=III&downloadType=AppendixA>
2. [Nutrition Services | ACL Administration for Community Living](#)

**EXHIBIT D / ATTACHMENT B****SERVING DAYS FOR FISCAL YEAR 2023****OCTOBER**

Serving Days: 20  
 Theme Day: None  
 Holidays: Oct 10 Columbus Day

**APRIL**

Serving Days: 18  
 Theme Day: None  
 Holidays: April 10 Easter Obser  
 April 24 Confed Mem

**NOVEMBER**

Serving Days: 19  
 Theme Day: None  
 Holidays: Nov. 11 Veteran's Day  
 Nov. 24-25 Thanksgiving

**MAY**

Serving Days: 22  
 Theme Day: None  
 Holidays: May 29 Memorial Day

**DECEMBER**

Serving Days: 17  
 Theme Day: None  
 Holidays: Dec. 26-31 Christmas

**JUNE**

Serving Days: 20  
 Theme Day: None  
 Holidays: June 5 Jefferson Davis  
 June 19 Juneteenth

**JANUARY**

Serving Days: 20  
 Theme Day: None  
 Holidays: Jan 2 New Year's Day  
 Jan. 16 ML King Day

**JULY**

Serving Days: 23  
 Theme Day: None  
 Holidays: July 3 Independence Day Obser

**FEBRUARY**

Serving Days: 19  
 Theme Day: None  
 Holidays: Feb 20 President's Day

**AUGUST**

Serving Days: 21  
 Theme Day: None  
 Holidays: None

**MARCH**

Serving Days: 23  
 Theme Day: None  
 Holidays: None

**SEPTEMBER**

Serving Days: 20  
 Theme Day: None  
 Holidays: Sept. 4 Labor Day

TOTAL SERVING DAYS = 242

## EXHIBIT D / ATTACHMENT C

**NUTRITION PROGRAM REPORT DUE DATES - FY 2023**

REPORT NAME	FREQUENCY	DUE DATE
Item Delivery Tickets* Meal Served Record* Donation/Contribution Report* *Must be verified/initialed by coordinator for accuracy prior to sending into NARCOG for posting.	Weekly	Due into NARCOG by Tuesday at close of business following the prior week ending on Friday.  Centers and/or COA offices are to mail/fax tickets to NARCOG by Tuesday.  If Tuesday falls on holiday-tickets/reports will be due on Wednesday by close of business.
Meal Orders  <b>Special Meal Orders</b>	Weekly	Must be received by Tuesday noon for the following week's meal orders.  Special Meals/Menus/Large Picnic orders must be approved <b>three weeks in advance</b> by ADSS, GA Foods and NARCOG.
Center Manager Time Logs & Volunteer Time Logs*  *Must be verified/initialed by coordinator for accuracy prior to sending into NARCOG for posting.	Monthly	5 <sup>th</sup> working day of the month following month end  (Nov 7, Dec 6, Jan 8, Feb 7, Mar 6, Apr 7, May 7, Jun 8, Jul 8, Aug 7, Sep 8, Oct 7)
<u>AIMS LOGS</u> Aggregate Logs Single Service Congregate Meal Logs Single Service Homebound Meal Logs Transportation Logs  <b>MEDICARE MINUTE REPORT FORM</b>  Participant Enrollment Forms**	Monthly	5 <sup>th</sup> working day of the month following month end  (Nov 7, Dec 6, Jan 8, Feb 7, Mar 6, Apr 7, May 7, Jun 8, Jul 8, Aug 7, Sep 8, Oct 7)  ** <u>ALL enrollments must be entered timely.</u> All current enrollments must have been entered by due date for month end paperwork submission to ensure that units/meals can be posted.

AIMS Wait List by Center Volunteer Delivery Reporting Form	Monthly	5 <sup>th</sup> working day of the month following month end  (Nov 7, Dec 6, Jan 8, Feb 7, Mar 6, Apr 7, May 7, Jun 8, Jul 8, Aug 7, Sep 8, Oct 7)
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**If in doubt about a due date/deadline – please contact NARCOG.**

**EXHIBIT D / ATTACHMENT D**

**NARCOG Home Delivered Meals Eligibility Criteria**

When considering home delivered meals eligibility, a person must meet *all* of the following criteria *in addition to* the eligibility criteria established by the Alabama Department of Senior Services:

**(1) Is the person homebound?**

The person must meet the definition of homebound as follows: the definition of homebound individual is one that is normally unable to leave home without considerable difficulty and/or assistance. A person may leave home for medical treatment or short, infrequent absences for non-medical reasons, such as a trip to the barber or to attend religious services.

**AND**

**(2) Can the person meet his/her basic nutritional needs?**

The person must be unable to meet basic nutritional needs. That is, the person is unable to prepare/has difficulty preparing at least one nutritious meal daily because of:

- A disabling condition, such as limited physical mobility, cognitive or psychological impairment, sight impairment, or
- Lack of knowledge or skills to select and prepare nourishing and well balanced meals, or
- Lack of means to obtain or prepare nourishing meals, or
- Lack of incentive to prepare and eat a meal alone.

**AND**

**(3) Does the person meet the vulnerability criteria?**

A person is considered vulnerable if s/he is unable to perform one or more of the activities of daily living (ADL's) or instrumental activities of daily living (IADL's) listed below without assistance due to physical, cognitive, emotional, psychological or social impairment. (Note that the ADL/IADL is one of the ADSS minimum criteria for eligibility.)

- Activities of daily living are eating, dressing, bathing, toileting, transferring in and out of bed/chair, walking.
- Instrumental activities of daily living are preparing meals, shopping, medication management, managing money, using the telephone, doing housework, accessing transportation;

**AND**



The person lacks an informal support system. That is, the person has no one living with him/her who is both willing and able to perform the service(s) needed, or the informal support system needs to be temporarily or permanently supplemented.

**EXHIBIT E**

**FUNDING ALLOCATION FY 2023**

**SOURCE OF FUNDS**

**Older Americans Act Title III Services**

These funds are reimbursed to the Contractor based on properly submitted documents and NARCOG approval. Proof of services must be submitted along with a request for reimbursement. The Contractor must also meet the requirements set forth in the scope of services (**EXHIBITS A, B, and C**).

Source of Funds	Allocation
Total III Funds Allocated	\$45,250.00

\*The dollar amounts listed above for Older Americans Act Title III programs are based upon the total funding received during FY2022 and estimates for FY2023. Final funding amounts are subject to receipt of FY2023 Notification of Grant Award (N.G.A.) from ADSS and availability of Federal Funds if any. NARCOG has not yet received the N.G.A.s from ADSS. If the total funding amount received from ADSS differs from the estimates for FY2023, NARCOG reserves the right to amend the amounts listed above.

**MEALS ALLOCATION FY 2023**  
**SOURCE OF FUNDS: TITLE III C, NUTRITION SERVICES**

The number of meals listed in the table below is the allocation that NARCOG shall allocate to the Contractor as a part of this contract. Actual funding for these meals will vary depending on what type of meals are needed and ordered by the Contractor. The Contractor must meet the requirements set forth in the scope of services (**EXHIBIT D**).

Source of Funds		Number of Meals*
1.	<b>Part C-1 Federal Funds, Congregate Meals</b> Meal Types available: Hot, Unassembled Picnic, Assembled Picnic, Frozen (center delivery), Medical Nutrition Therapy Meal Replacement (center delivery), Shelf Stable Meals (center delivery).	27,284
2.	<b>Part C-2 Federal Funds, Home-Delivered Meals</b> Meal types available: Hot, Unassembled Picnic, Assembled Picnic, Frozen (center delivery and door-to-door), Medical Nutrition Therapy Meal Replacement (center delivery and door-to-door), Shelf Stable Meals (center delivery and door-to-door).	45,707
3.	<b>TOTAL MEALS</b>	72,991

\*The estimates of number of meals listed above are based upon actual, current meal usage by the contractor at the end of FY2022 and projected for FY2023. Final funding amounts and number of meals available are subject to receipt of FY2023 Notification of Grant Award (N.G.A.) from ADSS and availability of Federal Funds and NSIP Reimbursement. NARCOG reserves the right to amend the number of meals listed above.

It is expected that the Contractor will manage their meal usage by determining a weekly schedule of meals to be served based on the number of allocated meals and the number of serving days. The basic formula for this is: # of meals allocated ÷ serving days = number of meals served per day).

At the end of each Quarter, NARCOG will evaluate whether or not the Contractor has served the full number of allocated meals equal to the amount expected at that point in the fiscal year. If the Contractor has served more meals than should have been served at that point in the fiscal year, the Contractor must submit a plan to NARCOG stating how it will decrease the meals served in an amount that would prevent the Contractor from exceeding the total meals allocated for the year. Should the Contractor serve less meals than should have been served at that point in the fiscal year, the Contractor must submit a plan to NARCOG showing how it will increase meals so as to meet contract requirements. NARCOG reserves the right to re-allocate the meals to another Contractor should the plan and/or the Contractor performance indicate that Contractor cannot serve all meals for the fiscal year.

**EXHIBIT F**  
**CONTRACT ASSURANCES**

**EXHIBIT F**

**CONTRACT ASSURANCES**

**ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES  
REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1974**

**HEREBY AGREES THAT** it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department; and **HEREBY GIVES ASSURANCE THAT** it will immediately; take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or the case of any transfer of such property, and transferee, for the period during which the real property, structure is used for a purpose for which the real property, structure is used for a purpose for which the Federal financial assistance is extended for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

**THIS ASSURANCE** is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date thereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representatives and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant.

**ASSURANCE ON COMPLIANCE WITH THE U.S. DEPARTMENT OF JUSTICE  
AMERICANS WITH DISABILITIES ACT**

The Contractor HEREBY AGREES that it will comply with Title II of the Americans with Disabilities Act, 1988 signed into law in 1990 by President George Bush (Federal Register July 26, 1991) and all requirements imposed by or pursuant to the Regulations issued by the Department of Justice pursuant to Title II, to the end that, in accordance with Title II of the Act and the Regulations, no qualified individual with a disability in the United States shall be discriminated against or excluded from participation in or the benefits of the services, programs, or activities for which the Contractor received Federal financial assistance from the department (hereinafter called the "Contractor") and hereby GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. Furthermore, no qualified individual with a disability shall, because of inaccessible or unusable facilities of a public entity, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity or be subject to discrimination by any public entity.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by the Grantor, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Contractor for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Contractor by the Grantor including installment payments after such date on account of applications for Federal financial assistance were provided before such date. The Contractor recognizes and agrees that such assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees, and the person or person whose signature(s) appear below are authorized to sign this assurance on behalf of the Contractor.

**NON-DISCRIMINATION AFFIRMATIVE ACTION PROGRAM: DSPs AND GRANTEES**

During the term of this contract, the DSP and Grantee agrees as follows:

- A. The DSP or Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, physically handicapped, or national origin. The DSP or Grantee will take affirmative action to ensure that applicants are employed and the employees are treated, during employment, without regard to their race, color, religion, sex, physical handicap, or national origin.

Such action shall include, but not limited to, the following:

Employment, upgrading, demotion or transfer recruitment or recruitment advertising; layoffs or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The DSP agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination article.

- B. The DSP or Grantee will, in all solicitation or advertisement for employees placed by or on behalf of the DSP, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, physical handicap, or national origin.
- C. The DSP or Grantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding notice advising the said labor union of workers' representative of the DSP's commitments under this non-discrimination article and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The DSP or Grantee will comply with all provisions of Executive Order No. 11246, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access of his books, records, and accounts by the Council of Governments, the funding agency, and the Secretary of Labor.
- E. The DSP or Grantee will furnish all information and reports required by Executive Order No. 11246, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Council of Governments, and funding agency, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the DSPs' or Grantees' non-compliance with the non-discrimination article of this contract or with any of the said rules, regulations, or orders, with any said rules, regulations, or orders, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the DSP may be declared ineligible for contracts in

accordance with procedures authorized in Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. The DSP or Grantee will not discriminate against any employee because of physical or mental handicap in regard to any position for which the employee or applicant is qualified in accordance with the Rehabilitation Act of 1973, Section 504.
- H. No persons in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination Federal financial assistance in accordance with the Age Discrimination Act of 1975.
- I. The DSP or Grantee will include the provisions of paragraph A through H in every subcontract of purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issues pursuant to Section 204 of Executive Order No. 11246, as amended, so that such provisions will be binding upon each DSP or vendor. The DSP will take such action with respect to any DSP or purchase order as the Council of Governments or funding agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; providing, however, that, in the event the DSP becomes involved in, or is threatened with, litigation with a DSP or vendor as a result of such direction by the Council of Governments or funding agency, the DSP may request the funding agency to enter into such litigation to protect the interest of the United States.
- J. In accordance with regulations of the Secretary of Labor, the rules, regulations, orders, instructions, designations, and other directives referred to in Section 403 (b) of Executive Order No. 11246, as amended, remain in effect and, where shall be observed in the performance of this contract until revoked or superseded by appropriate authority.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

**(To be supplied to Lower Tier Participants)**

By signing and submitting this lower tier proposal, the prospective lower tier participants, as defined in 45CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- (b) Where the prospective lower tier participants are unable to certify to any of the above, such prospective participants shall attach an explanation to this proposal.

The prospective lower tier participants further agree by submitting this proposal that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction," without modifications in all lower tier covered transactions and in all solicitations for lower tier covered transactions.



**CERTIFICATION REGARDING LOBBYING:  
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The Grantee certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The policy of the North Central Alabama Regional Council of Governments (as adopted on March 20, 1989) requires that all DSPs and DSPs of the Council and all host agencies of enrollees in a contract-funded program shall be required to certify their compliance with the Drug-Free Workplace Act of 1988 (PL. 100-690, Title V, Subtitle D).

During the term of this contract, the DSP and Grantee agrees as follows:

The use, consumption, sale, purchase, transfer, possession, manufacture, distribution or dispensing of any controlled substance by any Council employee, intern, or enrollee in a contract-funded program during working hours, while on the premises, while representing the Council, or while at an assigned workplace, or by any DSP or DSP personnel while in the performance of a grant or contract funded through the Council is absolutely prohibited.

Council employees, interns, and enrollees are strictly prohibited from being under the influence of alcohol or any controlled substance during working hours, while on the premises while representing the Council, or while at an assigned workplace, and DSP or DSP personnel are strictly prohibited from being under the influence of alcohol or any controlled substance while in performance of a grant or contract funded through the Council.

Legally prescribed medications are not covered under this policy and are permitted to the extent that their use does not adversely affect the employee, intern, or enrollee's work ability, job performance, or the safety of others in the workplace.

All DSPs, DSPs, and host agencies must notify the Council in writing of any criminal drug statute conviction for a violation by any of their personnel while in the performance of grant or contract funded through the council, or by an enrollee during working hours or while at an assigned workplace, no later than five (5) days after such conviction. Any DSP, DSP, or host agency that knowingly violates or permits the violation of this policy or otherwise fails to ensure a workplace free of controlled substance or alcohol abuse shall risk the immediate loss of the contract or subcontract with the Council or the services provided through the respective program.

**IMMIGRATION**

Pursuant to Ala. Code §31-13-9(k), by signing this contract, the DSP affirms, 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.

Failure to comply with these requirements may result in termination of the agreement or subcontract.

**CONFLICT OF INTEREST**

The DSP agrees that it presently has no interest and shall have no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The DSP further agrees that in the performance of this agreement, no person having such interest shall be employed. The DSP further agrees that it shall prevent any unlawful benefits from accruing to individuals associated with the contractor as a result of the contract.

**DEFICIT REDUCTION ACT**

The Grantee shall comply with Section 6032 of the Deficit Reduction Act of 2005, Pub. L. No. 109-171, 120 Stat. 4 (February 8, 2006), the ADSS shall provide appropriate education regarding policies and procedures concerning certain federal and state laws intended to prevent and detect fraud, waste, and abuse in federal health care programs. Appropriate education shall be provided to employees (including management), contracting entities, and agents of ADSS which or who furnish or authorize the furnishing of federally reimbursed health care items or services, perform billing and coding functions, or are involved in the monitoring of health care provided by ADSS.

**NORTH-CENTRAL ALABAMA REGIONAL COUNCIL OF GOVERNMENTS  
AREA AGENCY ON AGING SENIORX CONTRACT**

THIS CONTRACT is entered into by and between the North Central Alabama Regional Council of Governments Area Agency on Aging, hereinafter referred to as NARCOG, and **Cullman County Commission**, a body corporate in the State of Alabama, hereinafter referred to as the Contractor.

The Contractor and NARCOG agree to carry out the objectives and activities of the project entitled, Alabama SenioRx Prescription Assistance Program. The Contractor agrees to work with the grantee to facilitate a collaboration of aging network agencies and other appropriate entities, including local employers and organizations, to demonstrate the effectiveness of our goal to provide a prescription assistance program for eligible clients, thus reducing risk factors associated with chronic disease.

**I. DEFINITIONS.**

- A. **Contractor:** The entity, public or private, which through this agreement and other activities will assist NARCOG in the implementation of an Area Plan component or activity specifically referenced in any contract covered under this agreement.
- B. **Alabama SenioRx Program:** A state program that assists individuals that meet outlined guidelines in obtaining medication at a discounted/free rate.
- C. **Area Plan:** The Area Plan for Aging for the North Central Alabama Regional Council of Government's Planning and Service Area.
- D. **Department:** The State of Alabama Department of Senior Services.

**II. CONTRACTOR AGREES:**

- A. **Manner of Service Provision.**  
The Contractor shall, in a timely, competent, and satisfactory manner perform and report to NARCOG the services described in *Scope of Services*, **EXHIBIT 1**, attached hereto and made a part of this Contract.
- B. **Service Performance Reports.**  
The Contractor agrees to complete and provide the service performance reports listed in the *Scope of Services*, **EXHIBIT 1**. NARCOG reserves the right to amend or edit content and format of the reports, as well as add additional reports as required for program provision and performance. NARCOG will provide all reports in usable formats to the Contractor at the outset of the contract.
- C. **Outreach.** The Contractor shall conduct outreach in a manner designed to target

potentially eligible individuals. Outreach is initiated by the Contractor and is an intervention with individuals for the purpose of identifying potential participants and encouraging their use of existing services and benefits.

D. **Funding Requirements.**

1. The Contractor shall use a reasonable portion of the funds made available under this Contract to acquire internet services to be used in the registering of clients in the prescription program and reporting of data to NARCOG and ADSS.
2. The funds shall also be used to help fund the salary of the Alabama SenioRx Coordinator responsible for registering clients in the prescription program.
3. The Contractor agrees to meet the goals as outlined in this contract in relation to the number of clients served and the number of new clients served.
4. The Contractor agrees to the funding requirements of this Contract.

E. **Request for Funds.**

1. Expenditures must be incurred during the contract period in order to be eligible for reimbursement.
2. The Contractor shall submit a quarterly Request for Reimbursement in writing to NARCOG no later than the 15<sup>th</sup> day of the month following the end of the quarterly reporting period. The schedule of due dates is outlined in **EXHIBIT 1, ATTACHMENT 1.**

F. **Payment of Funds.**

1. It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder, exceed the maximum sum stated in **EXHIBIT 2, SenioRx Funding Allocation.** This amount may change based upon Notice of Grant Award (NGA) received from the Department for FY 2023.
2. Payment of funds shall be made by NARCOG to the Contractor on a quarterly basis only when a properly completed Request for Reimbursement has been submitted in writing.
3. Itemized and signed receipts for all expenditures shall be retained by the Contractor for review by NARCOG or State Examiners of Public Accounts.

G. **Contract Assurances.** The Contractor agrees to abide by the assurances as stated in **EXHIBIT 3:**

H. **Subcontracts.** None of the work or services covered by this Contract shall be subcontracted by the Contractor to any other individual, agency, organization or company.

- I. **Computers and Other Data Devices.** The Contractor agrees to take all necessary precautions to safeguard computer equipment and other data devices. Contractor agrees to annually update Anti-Virus software. Contractor is responsible for all maintenance of said computers and devices while in their possession. All computers and devices used away from the office containing participant information must be encrypted to protect the confidential information of participants. The Contractor shall immediately report any accidents or virus-related problems, as well as all lost or stolen computers or devices, to NARCOG's Director of Aging.
  
- J. **Record Retention.**
  1. **Fiscal Records.** All required fiscal records and are required to be retained for a specified period of three (3) years from the termination date of this contract.
  2. **Program Records/Client Files.** All reports, client files closed within that fiscal year, and any other program records and supporting documentation must be retained by the Contractor for three (3) years from the termination date of this contract.
  
- K. **Confidentiality.** No information obtained from or pertaining to an individual as a result of this contract will be disclosed in a form which shall identify an individual. The Contractor further agrees to protect the confidentiality of potential, active, and previous clients who received services. The Contractor is responsible for familiarizing personnel with confidentiality policies.

The Contractor is responsible for developing and implementing procedures and policies that adhere to the Health Insurance Portability and Accountability Act (HIPAA).

The Contractor must:

1. Adopt written privacy policies to protect participant privacy.
2. Train staff.
3. Designate a privacy officer.
4. Ensure that business associates protect participant privacy.
5. Provide a copy of the privacy notice to each participant no later than the date of first service delivery.
6. Make a good faith effort to obtain a written acknowledgement from each participant of the receipt of the privacy notice described above, except in emergency situations.
7. Have copies of the privacy notice available for the participants and their families.
8. Post the notices in a prominent location in offices.

The Contractor must also sign the HIPAA Business Associate Agreement stating it will adhere to all rules and requirements contained therein.

L. **Publicity and Recognition.**

The Contractor will provide copies of all materials, reports, documents, etc., produced by the project with funds provided through this award to NARCOG. Any major publicity given to this program must acknowledge that the program is funded in part by a grant from NARCOG, in cooperation with the Alabama Department of Senior Services. Printed materials must have:

1. Sponsorship statement: *"This program is funded in part by the Alabama Department of Senior Services and the North Central Alabama Regional Council of Governments, Area Agency on Aging."*
2. Logos for NARCOG and the Alabama Department of Senior Services will be provided by NARCOG.

III. **CONTRACTOR AND NARCOG MUTUALLY AGREE:**

A. **Effective Dates.**

1. This contract shall begin on **October 1, 2022**, or on the date that the contract has been signed by both parties, whichever is later.
2. Delivery of services being provided under this contract shall end on **September 30, 2023.**

B. **Notice & Contact Information.**

The name, address, telephone number, fax number and e-mail address of the contract manager for NARCOG is:

Name: Justin Graves, Area Agency on Aging Director  
Physical Address: 216 Jackson Street, SE  
Decatur, AL 35601  
Mailing Address: PO Box C  
Decatur, AL 35601  
Phone: (256) 355-4515, ext. 261  
Fax: (256) 351-1380  
E-Mail: justin.graves@adss.alabama.gov

The name, address, telephone number, fax number and e-mail address of the Contractor's designated SenioRx Coordinator responsible for administration of the program for the Contractor is:

Name: Ellen Robertson  
Physical Address: 1539 Sportsman Lake Rd NW  
Cullman, AL 35056  
Mailing Address: P.O. Box 1706, Cullman, AL 35056  
Phone: 256-734-1241  
Fax: 256-734-1280  
E-Mail: erobertson@co.cullman.al.us

In the event different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

- C. **Payee Information.** The name and mailing address of the official payee to whom the payment shall be made:

Name: Cullman County Commission on Aging  
Address: P.O. Box 1706  
Cullman, AL 35056

- D. **Renegotiation, Modification and Termination.** All parties must give a written 30-day notice of renegotiation, modification, and termination of the terms of this contract.

- E. **Assessments and Evaluations.** NARCOG and/or the Department will monitor, assess, and evaluate all reports and activities, to determine the effectiveness and efficiency of services provided by the Contractor.

1. The NARCOG Alabama SenioRx Area Coordinator will monitor the Contractor's activities and reports as required.
2. The NARCOG Alabama SenioRx Area Coordinator (or authorized agent) will conduct an on-site monitoring visit of the contractor's program at a minimum of once per contract year.




3. NARCOG and the Department, or their designated representative(s), shall have ready access to all records relating to services under this contract.
4. NARCOG will also assess compliance with this contract throughout the contract period. Any findings of non-compliance will be presented to the Contractor in written form and the Contractor will have 30 days to send a corrective action plan to NARCOG.

**IN WITNESS WHEREOF**, this Agreement has been executed by the North Central Alabama Regional Council of Governments and the Contractor's authorized officers.

**Entered into on this, the 1st day of October, 2022.**

FOR: Cullman County Commission  
Name of Contractor

BY: John M Bullard County Administrator  
(Printed Name and Title of Authorized Person)

  
(Signature)

FOR: North Central Alabama Regional Council of Governments

BY: Robby Cantrell, Executive Director  
(Printed Name and Title of Authorized Person)

  
(Signature)

**EXHIBIT 1**

**SCOPE OF SERVICES  
Alabama SenioRx Program**

**I. Program Objective:**

The Alabama SenioRx Program's objective is to help people manage their chronic illness earlier and prevent more serious health problems from arising in the future. It strives to reduce economic stress, promote better health, and improve the quality of life of Alabama's older and disabled population by providing ways to reduce the expense of medication.

**II. Description of Services Provided:**

The services to be provided through the SenioRx program include activities that assist individuals who, at the time of application, meet the eligibility criteria set forth by the Alabama Department of Senior Services obtain medication at a reduced/free rate.

Applications for the program can be completed in individual's homes, Senior Centers, or any other accessible facility.

**III. Eligibility:**

SenioRx's Prescription Assistance Program assists with obtaining medication at no cost or low cost to people OF ANY AGE who qualify. The Contractor will assist individuals that meet **ALL** the state guidelines/criteria apply for and acquire reduced/free rate medications and will verify that each service recipient is eligible according to the following state guidelines:

- A. Person is 55+ and has a chronic medical condition(s) and has no prescription drug coverage, and meets certain income limits; Or
- B. Person has a disability, is of any age as long as the person has been deemed disabled by Social Security, applied for disability, or has a doctor's declaration of disability.
- C. A person may also qualify if s/he is in the 24-month Medicare waiting period or has reached the coverage gap (donut hole) of his/her Medicare Part D Prescription Drug coverage.
- D. Clients must also be legal residents of the county and state in which they apply.

**IV. Documentation Guidelines – Client Files.**

The Contractor agrees to maintain individual client files that include adequate and sufficient documentation of each individual applying for the Alabama SenioRx Program that includes, at a minimum, the following: (Required forms will be provided by NARCOG.)

- A. SenioRx Intake Form/Participant Enrollment Form
- B. Acknowledgement of Receipt of Notice of Privacy Practices Form

- C. Acknowledgement of Informed of SenioRx Compliant Policies and Procedures.
- D. Client Consent and Release of Information Form Exchange of Information
- E. Authorization to Release Personal Information.
- F. Medical Information Form
- G. Copy of Client ID's
- H. Income Verification
- I. Copy of PAP Applications
- J. Progress Notes
- K. Letters to and from Clients
- L. All annual re-applications.
- M. The Contractor agrees to maintain and to provide sufficient documentation of client follow up and refill maintenance activity.

**V. Client Management.** Based on the initial assessment, suggestions from the client and professional judgment, recommendations for services will be made to the client and documented in the client's file.

- A. Assuming the client is able, he or she is responsible for:
  - 1. Making an appointment with the coordinator to complete and sign the appropriate forms and provide the following documentation:
    - (1) Verification of income (bank statements, social security statements, etc.)
    - (2) Verification of residency (driver's license, or voter registration, or a bill to the person at their address, etc.)
    - (3) A list of prescriptions and their cost from the previous month acquired from their pharmacist
    - (4) New prescriptions
  - 2. Making an appointment with his or her primary physician to acquire the required information and signatures from the physician.
  - 3. Mailing the forms to the appropriate pharmaceutical companies.
  - 4. Notifying the coordinator when the medication is received.
  - 5. Notifying the coordinator when it is time to renew the prescription.
  - 6. Notifying the coordinator of any new prescriptions or changes.
- B. Additional contacts should be documented briefly on the narrative page in the paper file.
- C. Follow-ups should be done with the client at least annually to track progress. The coordinator may determine that high-risk clients will benefit from frequent check-ups. When a follow-up is performed, the coordinator will document the service activity on the notes page.
- D. Records shall be updated regularly and referred to often, particularly before meeting with a client.
- E. If a client is denied services or wishes to file a complaint, the coordinator should inform the client about the appeals process and provide him/her with the Client Appeals Procedure form.

**VI. Volunteers.** Volunteers will need updated information and advanced training on Alabama SenioRx Program and HIPAA compliance. A volunteer file should be maintained including, at a minimum, proof of trainings and evidence of HIPAA compliance.

**VII. Technology Requirements.**

- A. The Contractor must exclusively use the Rx Assist Plus software program to record client information as well as access prescription assistance. The Rx Assist help desk will provide technical assistance through their toll free number at 888-593-1085.
- B. The Contractor will use a reasonable portion of the funding from NARCOG to access mandatory DSL (high speed) internet service to be able to obtain necessary updates and information as well as reporting data on individuals served in Rx Assist Plus.
- C. Computers for SenioRx usage will be provided by the Contractor.
- D. All staff related to this project is required to wear headsets when interviewing clients via phone. The Contractor is responsible for purchasing the headsets.

**V. Staffing and Training:**

- A. The Contractor warrants that, at all times during the duration of this contract, it shall employ personnel capable of dispensing the goods or services called for herein in a satisfactory and proper manner.
- B. The Contractor agrees to designate a SenioRx Coordinator who will assume the main responsibilities of the program administration, as well as have sufficiently trained back-up personnel so that the program services may be offered during all normal business hours.
- C. Designated Contractor personnel shall be required to attend all scheduled meetings called by NARCOG dealing with the operation of this Contract.
- D. NARCOG will provide training on RX Assist Plus for the Contractor as needed and inform the Contractor of any changes that affect the SenioRx program and Rx Assist Plus.
- E. NARCOG will inform the Contractor of any changes, updates, or new forms involved with Alabama SenioRx Program.

**VI. Performance Requirements:**

- A. The Contractor is required to enroll a minimum of **2.8%** of the county's eligible population for a total number of **262** unduplicated clients each year and a minimum of twenty percent (**20%**) of those should be new clients each year. NARCOG will provide the Contractor with FY2023 target goals once the Department has provided them.
- B. The Contractor will form interagency partnerships to assist in the planning and implementation of this project. Collaboration with elected officials in city and county municipalities and coordination with Older Americans Act programs, special grants, SHIP and ADRC programs is encouraged to reach potential clients.

**IX. Outreach Requirements:**

- A. Recruit and actively maintain client participation under this agreement.
- B. Provide program outreach to potentially qualifying individuals.
- C. Work with local media to get the message out to the community.
- D. Notify NARCOG SenioRx Coordinator of outreach events in which greater than 100 attendees are expected.
- E. Provide public education and outreach to seniors and their families, including an emphasis on reaching the rural, vulnerable, isolated, and non-English speaking seniors.
- F. Recruit volunteers to assist with meeting performance goals.

**X. Reporting Requirements**

- A. The Contractor is required to utilize Rx Assist Plus for reporting data.
- B. The Contractor must enter client data demographic and medication information monthly in Rx Assist Plus no later than the 6th day of the month following the reporting period.
- C. The Contractor shall assume responsibility for the accuracy and completeness of the information contained in all technical documents and reports submitted to NARCOG.
- D. The Contractor will submit to the NARCOG SenioRx Coordinator the following reports according to report due dates in **EXHIBIT 1, ATTACHMENT 1**:
  1. Clients Served Worksheet to NARCOG
  2. SenioRx Partnership Outreach/Volunteer Recruitment
  3. SenioRx Outreach
  4. Request for Reimbursement

**XI. Appeals and Complaints:**

The Contractor shall utilize and make available an appeals or complaint process developed by NARCOG (see **EXHIBIT 1, ATTACHMENT 2**) for individuals who feel that they have not received adequate services or have questions about how their particular case has been handled by the Alabama SenioRx staff.

**EXHIBIT 1, ATTACHMENT 1**

**Required Reports and Due Dates FY 2023**

Report Name	Frequency	Due Date*	FY 2023 Due Dates
<b>Clients Served Worksheets</b>	Monthly	6 <sup>th</sup>	11/6/2022, 12/6/2022, 1/5/2023, 2/6/2023, 3/6/2023, 4/6/2023, 5/7/2023, 6/6/2023, 7/6/2023, 8/6/2023, 9/6/2023, 10/6/2023
<b>Rx Assist Plus Data Entry</b>	Monthly	31 <sup>st</sup>	10/31/2022, 11/30/2022, 12/31/2022, 1/31/2023, 2/28/2023, 3/31/2023, 4/30/2023, 5/31/2023, 6/30/2023, 7/31/2023, 8/31/2023, 9/30/2023
<b>SenioRx Outreach Form</b>	Monthly	6 <sup>th</sup>	11/6/2022, 12/6/2022, 1/5/2023, 2/6/2023, 3/6/2023, 4/6/2023, 5/7/2023, 6/6/2023, 7/6/2023, 8/6/2023, 9/6/2023, 10/6/2023
<b>SenioRx Request for Reimbursement</b>	Quarterly	15 <sup>th</sup>	First Quarter: 1/15/2023 Second Quarter: 4/15/2023 Third Quarter: 7/15/2023 Fourth Quarter: 10/15/2023

\*Please note that if a due date falls on a weekend or holiday, the report due date changes following these guidelines:

- If the report due date falls on a Saturday, the report will be due the preceding Friday.
- If the report due date falls on a Sunday, the report will be due the succeeding Monday.
- If the report due date falls on a state contracted/scheduled holiday, the report must be submitted on the business day prior to the date of the holiday.

***If in doubt about a due date, contact NARCOG's SenioRx Coordinator.***

**EXHIBIT 1, ATTACHMENT 2**

**APPEALS/COMPLAINT POLICY**

**COMPLAINTS**

**Policy**

It is NARCOG/AAA's policy that NARCOG/AAA will deal with any complaints about members of staff, the services we provide or administration of the Alabama SenioRx Program quickly and efficiently avoiding the need for a written complaint wherever possible. However, should the matter necessitate a written complaint, the procedure detailed below will be followed.

**Procedure**

1. Clients will be informed about their right to express complaints upon admission to the program.
2. The complainant should complete an Alabama SenioRx Program complaint form (copy attached) identifying both the nature of the complaint and if appropriate, the individual against whom the complaint is being made. The original form will be maintained by the Contractor and a copy forwarded to NARCOG/AAA.
3. The complaint will be formally acknowledged within five working days of receipt.
4. The Contractor will:
  - a. Maintain a tracking log of all complaints submitted containing sufficient information to monitor the status of each complaint, such as the nature of complaint, date received, date reviewed, date acknowledged, and final disposition
  - b. In cases where the complaint is against NARCOG/AAA staff, copy the complaint to the Director of Aging who will review the circumstances of the complaint and make a decision on the course of action to be taken.
  - c. In cases where the complaint is against a particular individual, forward the complaint to the individual's line manager to review and process. The outcome of the review will be communicated to the NARCOG/AAA SenioRx Area Coordinator for review and response to the complaint
  - d. In either instance, NARCOG/AAA may seek further information from the complainant regarding the circumstances of the incident
5. A decision will normally be communicated in writing to the complainant within 15 working days. Where a full response within 15 working days is not possible, a letter will be sent to the complainant outlining progress in dealing with the complaint and indicating when a response is likely to be forthcoming.
6. If the complainant is satisfied with the Contractor's explanation or proposed action, the matter will be considered to have been closed. If the complainant remains dissatisfied with the explanation or course of action he/she will have the right to appeal to NARCOG/AAA's Director of Aging.
7. The Director of Aging will consider all the facts of the matter and will come to a decision that may confirm that the action proposed is adequate or may require that further or different action be taken.

8. The outcome of the decision will normally be communicated in writing to the complainant within 15 working days of receipt of the appeal. Where a full response within 15 working days is not possible, a letter will be sent to the complainant outlining progress in dealing with the complaint and indicating when a response is likely to be forthcoming – usually within another 15 days.
9. If the complainant is satisfied with the Director of Aging’s explanation or proposed action, the matter will be considered to have been closed. If the complainant remains dissatisfied with the explanation or course of action he/she will have the right to appeal to:

State SenioRx Director  
Alabama Department of Senior Services  
201 Monroe Street, Suite 350  
Montgomery, AL 36130





**ALABAMA SENIORX COMPLAINT FORM  
NARCOG/AAA  
216 Jackson St., S.E.  
P.O. Box C  
Decatur, Alabama 35601**

**As required by the Alabama SenioRx Program you have a right to express grievances/complaints upon admission to the program. Alabama Department of Senior Services, NARCOG /AAA, and the Commission on Aging will not engage in any discriminatory or other retaliatory behavior against you because of this complaint. Please be as thorough and forthright as possible.**

**Please complete the sections below:**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**What is the best way to reach you?** \_\_\_\_\_

**What are the best hours to reach you?** \_\_\_\_\_

Please provide a detailed description of the nature of complaint, including the date, and time it occurred and the individual(s) involved. Include the names if any, of any one in the office with whom you discussed this. Use the other side of this form if you need more room.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signature of Client or Representative

\_\_\_\_\_  
Description of Representative's Authority



**ALABAMA SENIORX COMPLAINT FORM  
NARCOG/AAA**

FOR OFFICE USE ONLY

**This section is to be completed by the reviewer:**

Date complaint received:	Reviewed by:
Line Manager /Supervisor:	Review Date:

\_\_\_\_\_ Commission on Aging

NARCOG/AAA has investigated the complaint and has determined that:

\_\_\_\_\_ No remedial action is necessary.

\_\_\_\_\_ Remedial action is warranted and has been taken as follows:

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\_\_\_\_\_ Dated

\_\_\_\_\_ Signature

**EXHIBIT 2**

**SenioRx – FUNDING ALLOCATION FY2023**

These funds are reimbursed to the Contractor based on properly submitted documents and NARCOG approval. A request for reimbursement must be submitted for the Contractor to be paid for work under this contract. The Contractor must also meet the requirements set forth in the *Scope of Services*, (EXHIBIT 1).

Funding Allocation FY 2023	Allocation
<b>Total SenioRx Funds Allocated</b>	<b>\$9,025.00</b>

\*The dollar amounts listed above are based upon the total funding received during FY2022 and estimates for FY2023. Final funding amounts are subject to receipt of FY2023 Notification of Grant Award (N.G.A.) from the Department. At the time this contract was signed, NARCOG had not yet received a N.G.A. from the Department. If the total funding amount received from the Department differs from the estimates for FY2022, the amounts listed above may be amended unilaterally by NARCOG through a contract amendment.

**EXHIBIT 3**

**CONTRACT ASSURANCES**

**ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES  
REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1974**

**HEREBY AGREES THAT** it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department; and **HEREBY GIVES ASSURANCE THAT** it will immediately; take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or the case of any transfer of such property, and transferee, for the period during which the real property, structure is used for a purpose for which the real property, structure is used for a purpose for which the Federal financial assistance is extended for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

**THIS ASSURANCE** is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date thereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representatives and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant.

**ASSURANCE ON COMPLIANCE WITH THE U.S. DEPARTMENT OF JUSTICE  
AMERICANS WITH DISABILITIES ACT**

The Contractor HEREBY AGREES that it will comply with Title II of the Americans with Disabilities Act, 1988 signed into law in 1990 by President George Bush (Federal Register July 26, 1991) and all requirements imposed by or pursuant to the Regulations issued by the Department of Justice pursuant to Title II, to the end that, in accordance with Title II of the Act and the Regulations, no qualified individual with a disability in the United States shall be discriminated against or excluded from participation in or the benefits of the services, programs, or activities for which the Contractor received Federal financial assistance from the department (hereinafter called the "Contractor") and hereby GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. Furthermore, no qualified individual with a disability shall, because of inaccessible or unusable facilities of a public entity, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity or be subject to discrimination by any public entity.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by the Grantor, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Contractor for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Contractor by the Grantor including installment payments after such date on account of applications for Federal financial assistance were provided before such date. The Contractor recognizes and agrees that such assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees, and the person or person whose signature(s) appear below are authorized to sign this assurance on behalf of the Contractor.

**NON-DISCRIMINATION AFFIRMATIVE ACTION PROGRAM: DSPs AND GRANTEES**

During the term of this contract, the DSP and Grantee agrees as follows:

- A. The DSP or Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, physically handicapped, or national origin. The DSP or Grantee will take affirmative action to ensure that applicants are employed and the employees are treated, during employment, without regard to their race, color, religion, sex, physical handicap, or national origin.

Such action shall include, but not limited to, the following:

Employment, upgrading, demotion or transfer recruitment or recruitment advertising; layoffs or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The DSP agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination article.

- B. The DSP will, in all solicitation or advertisement for employees placed by or on behalf of the DSP, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, physical handicap, or national origin.
- C. The DSP will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding notice advising the said labor union of workers' representative of the DSP's commitments under this non-discrimination article and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The DSP will comply with all provisions of Executive Order No. 11246, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access of his books, records, and accounts by the Council of Governments, the funding agency, and the Secretary of Labor.
- E. The DSP will furnish all information and reports required by Executive Order No. 11246, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Council of Governments, and funding agency, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the DSPs' non-compliance with the non-discrimination article of this contract or with any of the said rules, regulations, or orders, with any said rules, regulations, or orders, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the DSP may be declared ineligible for contracts in accordance with procedures authorized in Executive Order No. 11246, as amended, and such other sanctions

may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. The DSP will not discriminate against any employee because of physical or mental handicap in regard to any position for which the employee or applicant is qualified in accordance with the Rehabilitation Act of 1973, Section 504.
- H. No persons in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination Federal financial assistance in accordance with the Age Discrimination Act of 1975.
- I. The DSP will include the provisions of paragraph A through H in every subcontract of purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issues pursuant to Section 204 of Executive Order No. 11246, as amended, so that such provisions will be binding upon each DSP or vendor. The DSP will take such action with respect to any DSP or purchase order as the Council of Governments or funding agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; providing, however, that, in the event the DSP becomes involved in, or is threatened with, litigation with a DSP or vendor as a result of such direction by the Council of Governments or funding agency, the DSP may request the funding agency to enter into such litigation to protect the interest of the United States.
- J. In accordance with regulations of the Secretary of Labor, the rules, regulations, orders, instructions, designations, and other directives referred to in Section 403 (b) of Executive Order No. 11246, as amended, remain in effect and, where shall be observed in the performance of this contract until revoked or superseded by appropriate authority.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

**(To be supplied to Lower Tier Participants)**

By signing and submitting this lower tier proposal, the prospective lower tier participants, as defined in 45CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- (b) Where the prospective lower tier participants are unable to certify to any of the above, such prospective participants shall attach an explanation to this proposal.

The prospective lower tier participants further agree by submitting this proposal that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction," without modifications in all lower tier covered transactions and in all solicitations for lower tier covered transactions.



**CERTIFICATION REGARDING LOBBYING:  
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The policy of the North Central Alabama Regional Council of Governments (as adopted on March 20, 1989) requires that all DSPs and DSPs of the Council and all host agencies of enrollees in a contract-funded program shall be required to certify their compliance with the Drug-Free Workplace Act of 1988 (PL. 100-690, Title V, Subtitle D).

During the term of this contract, the DSP and Grantee agrees as follows:

The use, consumption, sale, purchase, transfer, possession, manufacture, distribution or dispensing of any controlled substance by any Council employee, intern, or enrollee in a contract-funded program during working hours, while on the premises, while representing the Council, or while at an assigned workplace, or by any DSP or DSP personnel while in the performance of a grant or contract funded through the Council is absolutely prohibited.

Council employees, interns, and enrollees are strictly prohibited from being under the influence of alcohol or any controlled substance during working hours, while on the premises while representing the Council, or while at an assigned workplace, and DSP or DSP personnel are strictly prohibited from being under the influence of alcohol or any controlled substance while in performance of a grant or contract funded through the Council.

Legally prescribed medications are not covered under this policy and are permitted to the extent that their use does not adversely affect the employee, intern, or enrollee's work ability, job performance, or the safety of others in the workplace.

All DSPs, DSPs, and host agencies must notify the Council in writing of any criminal drug statute conviction for a violation by any of their personnel while in the performance of grant or contract funded through the council, or by an enrollee during working hours or while at an assigned workplace, no later than five (5) days after such conviction. Any DSP, DSP, or host agency that knowingly violates or permits the violation of this policy or otherwise fails to ensure a workplace free of controlled substance or alcohol abuse shall risk the immediate loss of the contract or subcontract with the Council or the services provided through the respective program.

**IMMIGRATION**

Pursuant to Ala. Code §31-13-9(k), by signing this contract, the DSP affirms, 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.

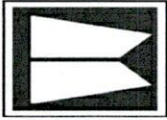
Failure to comply with these requirements may result in termination of the agreement or subcontract.

**CONFLICT OF INTEREST**

The DSP agrees that it presently has no interest and shall have no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The DSP further agrees that in the performance of this agreement, no person having such interest shall be employed. The DSP further agrees that it shall prevent any unlawful benefits from accruing to individuals associated with the contractor as a result of the contract.

**DEFICIT REDUCTION ACT**

The Grantee shall comply with Section 6032 of the Deficit Reduction Act of 2005, Pub. L. No. 109-171, 120 Stat. 4 (February 8, 2006), the ADSS shall provide appropriate education regarding policies and procedures concerning certain federal and state laws intended to prevent and detect fraud, waste, and abuse in federal health care programs. Appropriate education shall be provided to employees (including management), contracting entities, and agents of ADSS which or who furnish or authorize the furnishing of federally reimbursed health care items or services, perform billing and coding functions, or are involved in the monitoring of health care provided by ADSS.



**Cowin Equipment Company, Inc.**  
 2238 Pinson Valley Parkway  
 Birmingham, AL 35209  
 205-841-6666 (P)  
 205-849-0853 (F)

**Quotation**

Date: 10/11/2022  
 Customer #: \_\_\_\_\_  
 Ref. #: \_\_\_\_\_

To: **Cullman County**  
**500 2nd Avenue SW**  
**Cullman AL 35055**

Attention: **Shane Bailey**  
 Salesman: **Edwards/Ross Norton**

Make	Model	Line #	Quantity	Each
Takeuchi	TB240	Line 18	1	\$58,772.00
			Contract Discount 20%	\$11,754.40
			TB240 Subtotal	<b>\$47,017.60</b>
Quoted using Master Contract MA999 180000000312		Attachments		
		24" Bucket Line 20	1	Cost \$767.00
			Contract mark up 10%	<b>\$843.70</b>
		Hydraulic Thumb Line 20	1	Cost \$1,805.00
			Contract mark up 10%	<b>\$1,985.50</b>

Equipment Specs	Trade - In				
	Make	Model	Hours	Serial Number	Trade Value
Takeuchi TB240					
Equipped with:					
Canopy					
Rubber Tracks					
Auxiliary Hyd Circuit					
Straight Dozer Blade					
Work Lights					
Travel Alarm					
Pilot Operated Joysticks					
High Back Suspension Seat					
24" Digging Bucket					
Hydraulic Thumb					
	Pricing Summary				
	Equipment Purchase Price				\$49,846.80
	Less Trade-In Allowance				\$0.00
	Local Delivery				\$0.00
	<b>Total Price (before sales tax)</b>				<b>\$49,846.80</b>
	Notes / Warranty / CSA Information				
	Standard warranty of 24 months or 2000 hours whichever occurs first				
	Delivery can be made in approximately 2 weeks from receipt of order				

Quote will remain valid for 30 days

*Thank you for the opportunity to serve your needs.*

John Edwards  
 850-685-7055  
 jedwards@cowin.com



**ACKNOWLEDGEMENTS: We promise to pay the balance due shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), on or before delivery of the equipment ordered herein. Despite physical delivery of the equipment, title shall remain with the seller until the equipment balance shown above is fully paid.**

Proposed: \_\_\_\_\_  
 SSM \_\_\_\_\_  
 ASM \_\_\_\_\_

Accepted: *[Signature]*  
 Chairman  
 Date: 10/18/22

**BID SUBMITTAL FORM**  
**Alabama County Joint Bidding Program**  
**BID ITEM – MINI TRACK-MOUNTED EXCAVATOR OPTION E-1**

Company Name: Cowin Equipment Company Inc.

Address: 4325 Northern Blvd

Montgomery Al. 36110

Bid Submitted by: John Edwards

(Name of company representative)

Title: Governmental Sales Manager E-mail address: jedwards@cowin.com

Phone: 850-685-7055 Fax: 334-834-2272

By submitting this bid, we agree:

Initials

The equipment model number identified below meets the bid specs for this bid item

JE

That the bid price will be honored for all counties for the period from January 1, 2022 to December 31, 2022.

JE

The equipment will be delivered at the bid price to all counties participating in the joint bid program

JE

The company representative listed above will be the contact person for purchasing this bid item under the joint bid program

JE

The bid is accompanied by a current catalog or model specification document for the model number identified below

JE

The bid is accompanied by a copy of the manufacturer's standard warranty as required in the bid specifications

JE

The bid includes the e-verify documentation required by Alabama law

JE

If awarded the bid, a performance bond will be provided upon request

JE

The bid documents include the **Manufacturer's Suggested Retail Price Sheet (MSRP) for the Standard Machine**

JE

## MINI TRACK-MOUNTED EXCAVATOR OPTION E1

Total Bid Price for Standard Machine: \$ 53,811.<sup>00</sup>  
(Total Bid Price for Standard Machine Includes Freight Preparation, Delivery and Standard Warranty Costs)\*

Freight Preparation and Delivery: \$ 1,500.<sup>00</sup>  
(Included in Standard Machine Bid Price)

Manufacturer's Suggested Retail Price for Standard Machine: \$ 58,018.<sup>00</sup>

Equipment Model #: Takeuchi TB240

Description: Compact Excavator

Signature of company representative submitting bid: John Edwards

Title: Governmental Sales Manager

\* **NOTE:** Award will be made based on the total cost of the **Standard Machine**. The total cost of the standard machine is to include the freight preparation, delivery and standard warranty cost. Freight preparation, delivery will be excluded from the total bid price of the standard machine in determining the percentage discount for any available options.

**BID SUBMITTAL FORM: OPTION COST SHEET  
MINI TRACK-MOUNTED EXCAVATOR OPTION E-1**

By submitting this bid, we agree:

To offer any available options at the percent difference between the Manufacturer's Suggested Retail Price Sheet and the actual bid price on the Standard Machine\*

JE

The bid documents include the Manufacturer's Suggested Retail Price Sheet (MSRP) with **any available Options** for the Standard Machine

JE.

Equipment Model #: Takeuchi TB240

Description: Compact Excavator

Signature of company representative submitting bid: John Edwards

Title: Governmental Sales Manager

**\*Note:** The percent difference between the **Manufacturer's Suggested Retail Price Sheet (MSRP)** for the standard machine as specified by these **Bid Specifications** and the actual price bid by the vendor will be calculated to determine the percentage discount to be applied to any available options. The bid price of the freight preparation, delivery cost shall be excluded in determining the percentage discount to be applied to available options. Any individual county may choose to add any available option to the standard machine at the percentage discount at the time of purchase.

**BID SPECIFICATIONS  
FOR  
MINI TRACK-MOUNTED EXCAVATOR OPTION E-1**

**GENERAL**

These specifications shall be construed as the minimum acceptable standards for a track mounted hydraulic excavator with long undercarriage. Should the manufacturer's current published data or specifications exceed these standards, the manufacturer's standards shall be considered minimum and shall be furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished. Additionally, the machine offered for bid shall include all standard manufacturers' equipment. The excavator must be a new current production model and shall meet or exceed all EPA and other applicable standards at the time of manufacture.

Use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer, but is intended solely for the purpose of indicating the type, size and quality of equipment considered best adapted to the uses of the counties participating in this joint bid.

**BID SUBMITTAL FORM**

Each bidder must submit his or her bid on the bid submittal form included in the invitation to bid package. All written warranties to be submitted shall be attached to the bid submittal form.

**BID PRICE**

The price bid shall include all destination charges, delivery charges, title fees, rebates, and all other applicable costs and refunds.

**MANUALS**

Each unit shall be provided with one (1) copy of the operator's manual, one [1] repair manual, and one (1) copy of the current parts manual. Units will not be accepted for delivery until the manuals as outlined above are received by the purchaser.

**REPLACEMENT PARTS AVAILABILITY**

Parts must be available for 5 years or 7,500 hours of use for the piece of equipment. If any replacement parts are not delivered within three (3) working days of an order being placed, the bidder will deliver an equivalent machine for the county to use at no cost to the county until such time as the parts are delivered to the county so it can affect repairs to its machine.

**WARRANTY**

Bidders shall submit a copy of the manufacturer's standard warranty. Warranty shall include service response time of maximum of 36 hours within notification by county.

Yes  No

Page# \_\_\_\_\_

or

attached



Attachment

**WEIGHT**

Minimum 8,500 lbs. with cab; 8,000 lbs. with canopy only

Yes  No   
Page # 4

**ENGINE**

Minimum 130 cubic inch displacement diesel engine capable of a minimum 35 net horsepower.

Yes  No   
Page # 4

**UNDERCARRIAGE**

Track length shall be minimum 5'.

Yes  No   
Page # 5

Track shoe width shall be minimum 13"

Yes  No   
Page # 2

Minimum four (4) track rollers per side.

Yes  No   
Page # 5

Unit shall be equipped with continuous rubber tracks.

Yes  No   
Page # 2

**CAPACITIES**

Fuel Tank Capacity – 14 gallon minimum

Yes  No   
Page # 4

Hydraulic Tank Capacity – 9 gallon minimum

Yes  No   
Page # 4

**DIMENSIONS**

Reach at ground level – 17' minimum

Yes  No   
Page # 5

Bucket breakout force – minimum 9,500 lbs.

Yes  No   
Page # 4

Stick digging force – minimum 4,000 lbs.

Yes  No   
Page # 4

**Bucket:**

**Standard with no bucket. Buckets will be considered optional attachment's.**

**HYDRAULICS**

Hydraulic pump output shall be a minimum of 30 GPM

Yes  No   
Page # 4

**BLADE**

Power Angle Blade with Float and Bolt-on Cutting Edge  
To be offered as an option

Yes  No   
Page # 2

**CAB**

Enclosed ROPS cab:

Yes  No   
Page # 2

Heater

Yes  No   
Page # 2

Factory installed air conditioning

Yes  No   
Page # 2

AM/FM radio

Yes  No   
Page # 2

Defroster

Yes  No   
Page # 2

# INVITATION TO BID

## HEAVY EQUIPMENT

### NOTICE OF BID OPENING

**NOTICE IS HEREBY GIVEN** that the Association of County Commissions of Alabama, which administers the Alabama County Joint Bid Program on behalf of Alabama's county governing bodies, shall receive and open bids for the purchase of zero (0) or more items of heavy road equipment at its office located at 2 North Jackson Street, Montgomery, Alabama, at **10:00 a.m. on Friday, October 22, 2021**. Bid specifications are available at <http://www.alabamacounties.org/heavy-equipment/> for each of the following items:

Asphalt Milling Attachments	125 HP Heavy Duty Hydrostatic Bulldozer – Option A
Light Duty Backhoe	125 HP Heavy Duty Hydrostatic Bulldozer – Option B
Medium Duty Backhoe	Mulching Dozer
Heavy Duty Backhoe Option A	3 CY Wheel Loader Option A
Heavy Duty Backhoe Option C	3 CY Wheel Loader Option B
85 PTO Tractor Option A	3 CY Wheel Loader Option C
85 PTO Tractor Option B	3.65 CY Wheel Loader Option A
95 PTO Tractor Option A	3.65 CY Wheel Loader Option B
95 PTO Tractor Option B	Heavy Duty Dump Chassis – Option A
Track Mount Excavator Option A-1	Heavy Duty Dump Chassis – Option C
Track Mount Excavator Option A-2	Heavy Duty Dump Chassis – Option D
Track Mount Excavator Option A-3	Heavy Duty Dump Chassis – Option F
Track Mount Excavator Option B-1	Lowboy Tractor Option – A
Track Mount Excavator Option B-2	Lowboy Tractor Option – B
Track Mount Excavator Option B-3	Lowboy Tractor Option – E
Track Mount Excavator Option C-1	Skid Steer Loader w/no attachments
Track Mount Excavator Option C-2	Skid Steer Attachments
Compact Track Mount Excavator Option D-1	Ride-on Industrial Boom Mower
Compact Track Mount Excavator Option D-2	Asphalt Distributor Truck
Compact Track Mount Excavator Option D-3	Chip Spreader
Mini Track Excavator Option E-1	Rubber Tire Roller
19 Ton Wheeled Excavator	7.5 Ton Single Drum Vibratory Roller
21 Ton Wheeled Excavator	One-man Pothole Patcher Option A
2WD Highway Speed Truck Excavator	One-man Pothole Patcher Option B
4WD Highway Speed Truck Excavator	Trailer Mounted Patcher – Diesel
Light Duty Motor Grader – Option A	Trailer Mounted Patcher – Air Compressor/Tools
Light Duty Motor Grader – Option B	Trailer Mount Mastic Patcher/Crack Sealer
Heavy Duty Motor Grader – Option A	Asphalt Storage Tanks
Heavy Duty Motor Grader – Option B	Half Round End Dump Trailer
Medium Duty Motor Grader – Option A	Lowboy Trailers – 35 Ton/55 Ton
Medium Duty Motor Grader – Option B	Tag Trailer – 20 Ton
Medium Duty Motor Grader – AWD	Road Wideners and Attachments
100 HP Heavy Duty Hydrostatic Bulldozer – Option B	16' Steel Dump Bodies Options B, D, E, F (Automatic and Manual)
100 HP Heavy Duty Hydrostatic Bulldozer – Option C	
100 HP Heavy Duty Hydrostatic Bulldozer – Option D	

**Time is of the essence in submitting bids and only bids received in the Association office by 10:00 a.m. Central Time on Friday, October 22, 2021 will be opened and considered.** Bidders and any other interested individuals are invited to attend the bid opening.

### **THE INVITATION PACKAGE**

The invitation package for each item to be bid includes: this invitation to bid, the written bid specifications for the particular item of heavy road equipment, and a Bid Submittal Form to be used in submitting a bid for that particular item. Bidders should verify that they have received all pages of the invitation package. If there are any omissions, the bidder should contact **Kenya Howard** in the Association office by mail, fax, or e-mail ([jointbid@alabamacounties.org](mailto:jointbid@alabamacounties.org)) to request missing pages. It is the responsibility of the bidder to make this request in sufficient time to prepare and submit the bid in time for the bid opening. Bidders should carefully read and comply with all parts of the invitation package, including all attachments and/or any addendum.

### **PREPARING AND SUBMITTING BIDS**

All bids must be typed or hand written in ink on the attached Bid Submittal Form. **The completed Bid Submittal Form shall be placed in front of and separated from all other documents included in the bid packet, such that it will be the first document viewed upon opening the bid packet.**

Bids submitted in pencil and bids not submitted on the Bid Submittal Form will **not** be considered. All bids shall include a current catalog or model specification document for the equipment model number being offered for consideration. Bids submitted without such documentation will **not** be considered. Only information contained on the attached Bid Submittal Form and in the model specification document will be considered in evaluating bids.

Each separate requirement in the bid specification includes a block for indicating whether or not the item bid meets the specification. The bidder shall indicate compliance with each requirement by checking "Yes" or "No" in the block to the right of each bid specification. In addition, the bidder shall indicate the page number in the supplied manufacturer's equipment literature on which compliance with the specification can be verified. Failure to complete this portion of the bid form may result in the subject bid not being considered.

Each bid for one of the heavy equipment items included in the bid package must be submitted on the Bid Submittal Form for that item and forwarded in a separate envelope with the bid item and item number clearly identified on the outside of the envelope. Envelopes containing a "no bid" shall also include the words "NO BID" on the outside of the envelope. Facsimiles and e-mails will not be accepted. Bids submitted by "Express/Overnight" services must be in a separate inner envelope or package sealed and identified as stated above. All bids must be received in the Association office prior to the bid opening. Bids received after the deadline will be returned unopened.

The County Joint Bid Program reserves the right to require a performance bond from successful bidders as permitted under Alabama law. However, **no bid bond is required for this bid offering.**

All bids should be mailed or hand-delivered to:

**Attn: Joint Bid Program**  
**Association of County Commissions of Alabama**  
**2 North Jackson Street Montgomery, Alabama 36104 (Physical Address)**  
**P.O. Box 5040, Montgomery, Alabama 36103 (Mailing Address)**

## **BID SPECIFICATIONS**

Please note that each piece of heavy equipment available for bid may include several different sizes and categories of machines. You should read each set of specifications very carefully as the differences vary depending upon the piece and size of equipment.

The award will be based on the total cost of the **Standard Machine** bid by the lowest responsible bidder. Each Bid shall include a **Manufacturer's Suggested Retail Price Sheet (MSRP)** for each machine bid. The percent difference between the Manufacturer's Suggested Retail Price (MSRP) for the standard machine as specified by these bid specifications and the actual price bid by the vendor will be calculated and that percentage discount shall be applied to any options an individual county may choose to add to the machine.

Once the bids have been awarded, any county participant purchasing under this program may, at its discretion, add any of the vendor's available options at the same discount off the Manufacturer's Suggested Retail Price Sheet as was applied to the Standard Machine Price Bid.

Any use of specific names and/or model numbers in the attached specifications is not intended to restrict the bidder or any seller or manufacturer, but is included solely for the purpose of indicating the type, size, and quality of materials, product services, or equipment considered best adapted to the use of the counties participating in the joint bid program.

## **ACQUISITION AND FINANCING OPTIONS**

The awarded Vendor will provide the equipment, including any options required by the purchaser, at the awarded price as contracted through the Joint Bid Program. The purchaser may secure its own financing to acquire the equipment or execute any financial options available under Alabama law with the awarded Vendor in order to acquire the equipment.

## **BIDDER QUALIFICATIONS**

All bidders and all program participants must be in compliance with any applicable federal, state, county and municipal laws, regulations, resolutions and ordinances, including but not limited to, licensing, permitting, and taxation requirements. All bidders should be prepared to submit evidence or documentation as proof that they are properly licensed and permitted under any applicable laws upon request. Such evidence or documentation may be submitted with the bid. Additionally, all bidders shall provide proof that they are in compliance with the e-verify requirements of Alabama's Immigration Law (Ala. Code § 31-13-1 et seq., as amended by Act No. 2012-491).

## **BID AWARD**

The Houston County Commission will serve as the awarding authority for all bids and will award all contracts at a regular meeting of the Houston County Commission. Any and all bids submitted in compliance with this invitation to bid shall be considered, and award will be made to the lowest responsible bidder meeting bid specifications as determined by the awarding authority in compliance with Alabama law. All bids will be reviewed and evaluated by a committee created for that purpose, which committee will make comments and recommendations to the awarding authority regarding the award. All factors contained in each invitation package will be evaluated in determining the successful bidder, and any omissions of the stated requirements may be cause for rejection of the bid submitted. The awarding authority reserves the

right to reject any and all bids, to waive any informality in bids, and to accept in whole or in part such bid or bids solely at its discretion.

The contract period will be one year with an option to renew for a second and third year under identical price, terms, and conditions upon the mutual consent of the vendor and the awarding authority. Any renewal contract shall be approved in writing by the vendor and the awarding authority no later than 90 days prior to the expiration of the existing contract.

### **CONTACT REGARDING BIDS AND INVITATION**

Contact initiated by a potential bidder with any county official, county employee, or member of the Association staff shall only be as specifically set out in this Invitation to Bid. Any questions related to the bid or the County Joint Bid Program shall be directed to Association staff in writing under the procedures set out in this Invitation to Bid. Additionally, a bidder may contact the Association in writing to request an appointment to review bid specifications following the bid opening. **However, there shall be no communication with any county official or county employee regarding this bid between the date of this invitation and the date of bid award.** Any contact other than as set out here shall be deemed as an attempt to unduly influence the bid award, and shall be grounds for rejection of the bid submitted by the bidder initiating such other contact.

Any questions or problems related to downloading or obtaining copies of this Invitation to Bid should be directed to **Kenya Howard** at [jointbid@alabamacounties.org](mailto:jointbid@alabamacounties.org) or **334-263-7594**.

Any other questions or requests for additional information regarding this invitation or the bid specifications shall be submitted **in writing** no later than five (5) days prior to bid opening to:

**Patrick McDougald**  
**Association of County Commissions of Alabama**  
**2 North Jackson Street**  
**Montgomery, Alabama 36104**

**Fax Number (334) 263-7678**  
**E-mail: [barbeng@bellsouth.net](mailto:barbeng@bellsouth.net)**

# TAKEUCHI

# TB240

## Compact Excavator

<p>Operating Weight: 8,570 lbs.                  Width: 5' 8 5/8"                  Maximum Dig Depth: 11' 4 1/4"                  Bucket Digging Force: 9,959 lbs.                  Horsepower / RPM: 35.8 / 2,200                  Travel Speed: 1.8 / 3.3 mph                  Auxiliary Flow: 17.1 gpm                  Boom Swing: Left 76° / Right 58°                  Track width: 13.8"</p> <p>Two speed travel with automatic shift down                  Reinforced arm w/ Integrated thumb mount                  Heavy duty dozer blade with float</p> <p>TFM hardware standard equipment, service included through the standard warranty period (Canopy: sn 124001379~ / Cab: sn 124001483~)</p>	<p>TOPS/ROPS/OPG 4 post canopy                  Color gauge panel with multi-function operator information center                  High back adjustable suspension seat                  Pilot operated joystick control with pattern change valve                  EPA Final Tier 4 compliant engine with DPF and engine monitoring system                  Self bleeding fuel system with ground level fuel fill, sight gauge and lockable door                  Side by side industrial type radiator and hydraulic oil cooler                  Primary 2-way auxiliary hydraulic circuit w/adjustable flow control system, proportional slide switch, one-way mode and continuous detent mode                  Safety features include: Travel alarm, retractable seat belt, control lockout, pilot accumulator, and lights                  Variable displacement axial piston pump                  Auto Idle</p>
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Factory Code	Description	MSRP
TB240R	TB240 Canopy Equipped with Rubber Tracks	\$50,935
TB240S	TB240 Canopy Equipped with Steel Tracks	\$51,685
TB240RA (w/ Angle Blade)	TB240 Canopy (Rubber Tracks) with <b>Angle Blade</b> *Angle Blade features 25 degree left and right angle, cylinder protective guards, replaceable bolt-on cutting edge	\$53,832
TB240SA (w/ Angle Blade)	TB240 Canopy (Steel Tracks) with <b>Angle Blade</b> *	\$54,573
<hr/>		
TB240CR	TB240 Cab Equipped with Rubber Tracks ** TOPS/ROPS/OPG enclosed cab with air conditioner/heater/defrost, slide back window with removable lower section, windshield wiper and washer, skylight with sunshade, AM/FM/MP3 radio, 12v power outlet	\$58,018
TB240CS	TB240 Cab Equipped with Steel Tracks **	\$58,771
TB240CRA (w/ Angle Blade)	TB240 Cab (Rubber Tracks) with <b>Angle Blade</b> ***Angle Blade features 25 degree left and right angle, cylinder protective guards, replaceable bolt-on cutting edge	\$60,918
TB240CSA (w/ Angle Blade)	TB240 Cab (Steel Tracks) with <b>Angle Blade</b>	\$61,668
<b>BASE MACHINE PRICE DOES NOT INCLUDE BUCKET</b>		
<hr/>		
BTB13512	12" Pin-On Bucket with teeth, 1.9 cu. ft. capacity	\$682.50
BTB13518	18" Pin-On Bucket with teeth, 2.7 cu. ft. capacity	\$776.25
BTB13524	24" Pin-On Bucket with teeth, 3.9 cu. ft. capacity	\$876.75
BQC13500	Quick Coupler	\$942.00
BQC12512	12" Quick Coupler Bucket with teeth, 1.9 cu. ft. capacity	\$682.50
BQC12513	13" Quick Coupler Bucket with teeth, 2.0 cu. ft. capacity	\$708.75
BQC12518	18" Quick Coupler Bucket with teeth, 2.7 cu. ft. capacity	\$776.25
BQC12524	24" Quick Coupler Bucket with teeth, 3.9 cu. ft. capacity	\$876.75
BQC12536D	36" Quick Coupler Ditch Bucket, 5.8 cu. ft. capacity	\$1,318.81
ATH240I	INSTALLED Hydraulic thumb (Only compatible w/ 13" or larger Buckets)	\$2,112.00
<hr/>		
1914199948	3" Retractable seat belt in lieu of standard 2"	\$91.00
ATH240K	Hydraulic thumb (Only compatible with 13" and larger buckets)	\$1,811.25



HYDRAULIC EXCAVATOR

# TB240

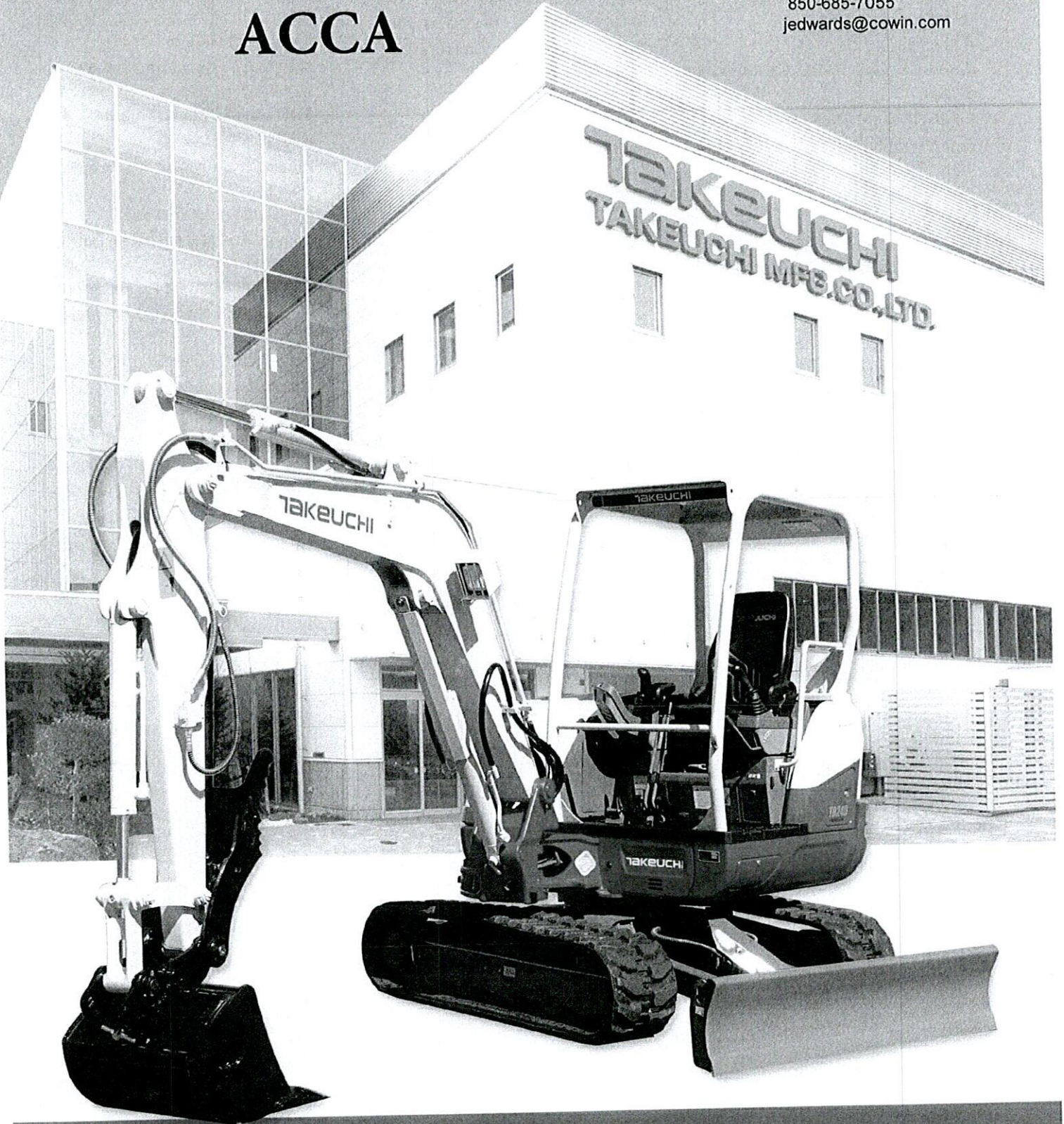
ACCA

**TAKEUCHI**

*From World First to World Leader*



John Edwards  
Governmental Sales Manager  
850-685-7055  
[jedwards@cowin.com](mailto:jedwards@cowin.com)



# Product Features & Specifications

## ENGINE

- U.S. EPA Final Tier 4 Compliant
- DOC+DPF Exhaust After Treatment
- Automatic Fuel Bleed System
- Dual Element Air Filter
- Automatic Idle
- Working Modes: Power, Eco, and High Altitude
- Engine Preheat Starting Aid
- High Capacity Radiator
- High Capacity Fuel Filters

## ELECTRICAL

- LCD Informational Display (canopy)
- 5.7" Color Multi-Informational Display (cab)
- Sealed Rocker Switches
- 12 volt System with 40 amp Alternator
- Halogen Work Lights: Boom and Side Cover
- Travel Alarm
- Horn

## TAKEUCHI FLEET MANAGEMENT

- 2 Year Standard Service
- Minimize Downtime
- Remote Diagnostics
- Utilization Tracking
- Proactive Maintenance
- Control Costs

## UNDERCARRIAGE AND FRAME

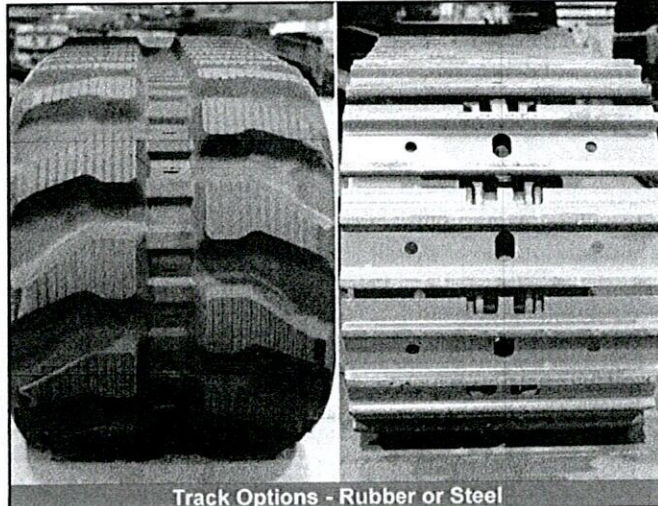
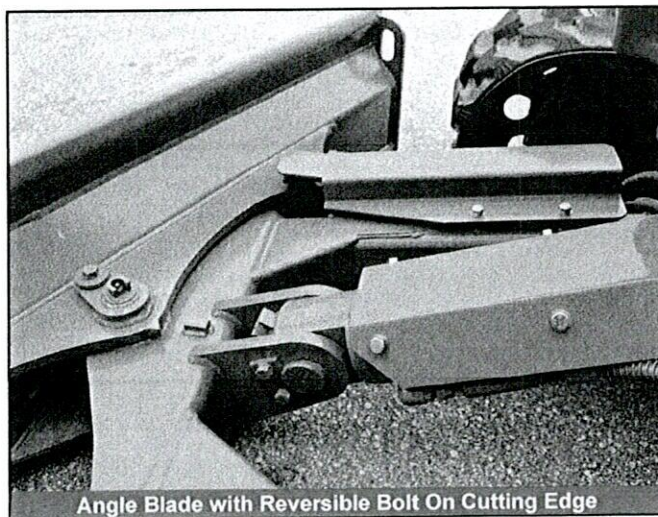
- Triple Flanged Track Rollers
- Two-Speed Travel with Automatic Shift
- High Torque Planetary Final Drive
- Heavy Duty Dozer Blade with Float
- Large Wrap Around Counterweight
- 13.8" Rubber Tracks
- 13.8" Steel Tracks (optional)
- Power Angle Blade with Float and Bolt-on Cutting Edge (optional)

## OPERATOR'S STATION

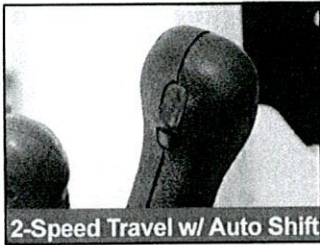
- ROPS / TOPS / OPG (ISO 10262 Level 1) Four Post Canopy
- Deluxe High Back Suspension Seat
- Adjustable Arm Rests
- Proportional Slide Switch for Auxiliary Hydraulics
- 2" Retractable Seat Belt
- 3" Retractable Seat Belt (optional)
- Cab with Air Conditioner, Heat Defrost, Windshield Wiper and Washer, Skylight with Sunshade, AM / FM / MP3 Radio, 12v Power Outlet (optional)

## HYDRAULIC & WORKING EQUIPMENT

- Variable Displacement, Open Center Hydraulics
- High Capacity Hydraulic Oil Cooler
- Large Hydraulic Reservoir with Fluid Level Sight Gauge
- Cushioned Boom, Arm, and Swing Cylinders
- Main Boom Cylinder Guard
- Hydraulic Pilot Controls
- Proportional Auxiliary Controls with Detent
- Adjustable Auxiliary Flow
- Primary Auxiliary Hydraulic Circuit Plumbed to Arm
- Multiple Attachment Presets
- Flow Selector Valve, Primary Auxiliary Circuit
- Pattern Change Valve (ISO or SAE)
- Pilot Accumulator
- Long Arm with Integrated Thumb Mount
- Dual Pin Position Bucket (optional)
- Mechanical Bucket Quick Coupler (optional)
- Main Pin Hydraulic Thumb (optional)



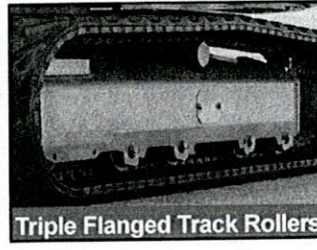
# TOUGH, POWERFUL, RELIABLE



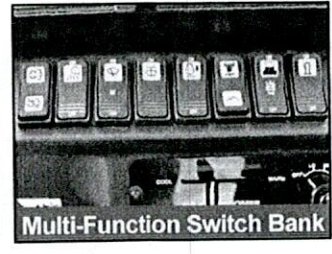
2-Speed Travel w/ Auto Shift



Integrated Anchor Points



Triple Flanged Track Rollers



Multi-Function Switch Bank

Delivering outstanding performance and versatility, the TB240 is one of Takeuchi's most popular conventional tail swing excavators. The TB240 offers steel construction and lockable service access panels, an automotive styled interior, and a smooth and powerful hydraulic system. The TB240 has excellent breakout force, reach and lifting capacity for maximum productivity making it a great choice for the most demanding applications.

Additional features include a DOC + DPF exhaust after treatment system, automatic idle, heavy duty cooling module, and a large wraparound counterweight that protects engine components from damage. The interior offers excellent operator comfort with pilot operated controls, travel controls with large foot pedals, foot operated boom swing, easy to reach rocker switches and a dial throttle control.



Large lockable service hoods provide vandalism protection and outstanding maintenance access.

Takeuchi Mfg. (U.S.), Ltd. provides the following "New Machine Limited Warranty" to the first purchaser of each new Takeuchi machine.

### 1) WARRANTY PERIOD:

Subject to the terms of this warranty, Takeuchi warrants to the first purchaser that the new Takeuchi machine will be free from defects in material and workmanship for the warranty period set forth below. The warranty period starts at the time the machine is first placed into service by anyone.

- New Machines: Excavators, Rubber Track Loaders, Skid Steer Loaders, and Wheel Loaders – 24 months or 2,000 hours of use, whichever occurs first
- Takeuchi Replacement Parts – 12 months or to the end of the new machine warranty period, whichever is longer
- Batteries – 12 months, Pro Rata Basis
- Takeuchi Attachments and Options – 12 months (excluding ground engaging attachments)
- Rubber Tracks – Takeuchi brand OEM and aftermarket tracks 12 months, Pro Rata Basis (parts only).
- Rubber Tires – Contact tire manufacturer for warranty information and consideration

### 2) THE TAKEUCHI NEW MACHINE LIMITED WARRANTY DOES NOT COVER:

- Any machine which has been altered or modified in a manner which, in the sole judgment of Takeuchi, affects its performance, stability, or reliability, including the use of non-approved attachments.
- Depreciation or damage caused by normal wear and tear, by failure to properly maintain the machine, improper use or abuse of the machine, collision, fire, or other accident, vandalism, negligence, other casualty or operation beyond rated capacity or specifications.
- Parts or components that are covered by separate and specific warranties, including but not limited to Engine Emission Control systems, tires, and warranties extended by other manufacturers.
- Accident or damage caused by the environment, such as but not limited to, exposure to corrosive or hazardous materials.
- Replacement of wear items, such as but not limited to: buckets, bucket teeth, cutting edges, ground engaging tools, pins, bushings, paint, glass, radios, wheels, and abuse, neglect, or wear of tires, tracks, and undercarriage components.
- Normal maintenance parts and labor, including but not limited to: replenishment of oils, lubricants, coolants, fluids, hydraulic oil, lights, filters, belts, hoses, and fittings.
- Machines not properly registered with Takeuchi when first placed in service.
- Costs associated with pickup and delivery of the equipment, rental of replacement equipment during the repair period, economic loss during the repair, overtime labor charges, travel time, mileage or zone charges, and freight charges of replacement parts.

### 3) SECURING WARRANTY SERVICE:

- Takeuchi will, during the applicable warranty period, repair or replace, at its option any component or parts (except those specified above) that, as delivered to the original purchaser, are defective in material and workmanship. Takeuchi will determine in its sole discretion, whether a defect or failure is covered by this warranty. No charge shall be made to the purchaser for parts and reasonable labor incurred in making the repairs except as otherwise stated below.
- Warranty repairs will be performed by an authorized Takeuchi service center upon delivery of the machine or defective part to the service center. At the time of requesting the warranty service, the purchaser must present evidence of the date of purchase of the machine.
- The purchaser shall pay any premium for overtime and additional labor requested by the purchaser, any charge for field service calls, mileage charges, transporting the machine or parts thereof to and from the place where the warranty repair is performed and any unusual freight charges for the shipment of parts from Takeuchi which the purchaser may request.

### 4) NO REPRESENTATIONS OR IMPLIED WARRANTIES:

THIS LIMITED WARRANTY IS THE ONLY WARRANTY MADE BY TAKEUCHI MFG. (U.S.), LTD., A GEORGIA CORPORATION, AND ITS AFFILIATES AND NEITHER TAKEUCHI NOR ANY COMPANY AFFILIATED WITH TAKEUCHI MAKES ANY OTHER WARRANTIES, REPRESENTATIONS, OR PROMISES, EXPRESS OR IMPLIED, AS TO THE QUALITY, PERFORMANCE, SERVICE, REPAIR, TRANSPORT, OR OTHER USE OF TAKEUCHI MACHINES OR COMPONENTS THEREOF. TAKEUCHI EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS, WARRANTIES, OR PROMISES ON BEHALF OF TAKEUCHI OR ITS AFFILIATES, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY. THIS WARRANTY IS PROVIDED EXCLUSIVELY TO THE FIRST PURCHASER OF QUALIFYING TAKEUCHI MACHINES AND MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED.

### 5) REMEDIES EXCLUSIVE:

THE SOLE AND EXCLUSIVE REMEDY OF ANY PERSON, AND THE SOLE AND EXCLUSIVE OBLIGATION AND LIABILITY OF TAKEUCHI AND ITS AFFILIATES, WITH RESPECT TO ANY TAKEUCHI MACHINE OR COMPONENTS IS THE LIMITED WARRANTY SET FORTH HEREIN. TAKEUCHI WILL IN NO EVENT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR INJURIES CAUSED BY ANY MACHINE OR ITS COMPONENTS, WHETHER ARISING IN CONTRACT OR IN TORT, INCLUDING BUT NOT LIMITED, TO LOSS OF PROFIT, BUSINESS INTERRUPTION, COST OF RENTAL, OR SUBSTITUTE EQUIPMENT, OR ANY OTHER COMMERCIAL LOSS OR FOR DAMAGES OF ANY KIND WHETHER OR NOT TAKEUCHI AND ITS AFFILIATES HAVE BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL TAKEUCHI'S LIABILITY TO ANY PERSON REGARDLESS OF THE FORM OF ACTION EXCEED THE PURCHASE PRICE OF THE MACHINE. ANY DISPUTE ARISING UNDER OR INVOLVING THIS AGREEMENT OR ANY TAKEUCHI WARRANTY ("DISPUTE") SHALL BE GOVERNED BY GEORGIA LAW AND SHALL BE DETERMINED BY ARBITRATION IN HALL COUNTY, GEORGIA BY A SINGLE ARBITRATOR UTILIZING EXPEDITED AAA COMMERCIAL ARBITRATION RULES. BY EXECUTING THE EXCAVATOR DELIVERY REPORT AND WARRANTY REGISTRATION FORM, YOU AGREE TO EXCLUSIVE JURISDICTION AND VENUE IN THE ABOVE-REFERENCED ARBITRATION FOR ANY DISPUTE.

### 6) MACHINE DATA:

- Takeuchi MFG U.S. Ltd and its affiliates collect, monitor, and use certain data from equipment that you have purchased. This data referred to as "Machine Data" is collected, generated and/or stored in the equipment you have purchased from Takeuchi. Machine Data generally includes data regarding the operation of the equipment, such as measuring multiple engine data points, fuel consumption, oil pressure and other engine performance factors. Machine Data can also include the collection, monitoring and use of data involving how and where the equipment is being used.
- Takeuchi collects and uses this Machine Data, among other things, for purposes of providing customer support, marketing, product safety and other general business purposes. The use of Machine Data will enable Takeuchi to better understand how its equipment is being used, which in turn will allow it to research potential improvements and make its products and services even more useful to its customers.
- Takeuchi does not generally share Machine Data it collects with other companies, except that Takeuchi may share such information with its suppliers, customers who have purchased such data for a monthly service fee, affiliates, dealerships, business partners and other companies that are performing services for it. Finally, Takeuchi may disclose Machine Data if required by law to do so.
- By signing the Excavator Delivery Report and Warranty Registration Form, you give Takeuchi permission to collect, monitor, store, and use the Machine Data for the purposes set forth above. You further agree to receive electronic (email) communications regarding campaigns and other information regarding your machine as deemed necessary by Takeuchi.

**Company ID Number: 475502**

**E-VERIFY  
CORPORATE COMPANY**

**If you have any questions, contact E-Verify at  
888-464-4218.**

**INFORMATION REQUIRED  
FOR E-VERIFY**

Information relating to your Company:

Company Name: Cowin Equipment Company Inc

Company Facility Address: 2238 Pinson Valley Parkway  
Birmingham, AL 35217

County or Parish: JEFFERSON

Information relating to the Corporate Administrator(s) for your Company on policy questions or operational problems:

Name:	<b>George Tickle</b>	Fax Number:	<b>(205) 841 - 2639</b>
Telephone Number:	<b>(205) 488 - 3950</b>		
E-mail Address:	<b>gtickle@cowin.com</b>		
Name:	<b>Tracy Womack</b>	Fax Number:	<b>(205) 488 - 3164</b>
Telephone Number:	<b>(205) 488 - 3959</b>		
E-mail Address:	<b>twomack@cowin.com</b>		







**2 YEAR**  
**2,000 HOUR**  
**FULL MACHINE**  
**WARRANTY**



© 2017 Takeuchi Manufacturing (U.S.), Ltd. All Rights Reserved. Printed in the U.S.A.  
features are subject to change without notice. Pictures may show options other than standard equipment.  
FORM: TB240 Compact Excavator Spec Sheet - Dec. 2017 - (TFM) s/n (CAB) 124001483 ~  
(TFM) s/n (CNP) 124001379 ~

**TAKEUCHI**  
*From World First to World Leader*



Company ID Number: 505216

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Cowin Equipment Co Inc (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

# E-Verify



Company ID Number: 505216

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

<b>Employer Cowin Equipment Co Inc</b>	
<b>Tracy Womack</b>	
Name (Please Type or Print)	Title
<b>Electronically Signed</b>	<b>02/15/2012</b>
Signature	Date
<b>Department of Homeland Security – Verification Division</b>	
<b>USCIS Verification Division</b>	
Name (Please Type or Print)	Title
<b>Electronically Signed</b>	<b>02/15/2012</b>
Signature	Date

### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name:	<b>Cowin Equipment Co Inc</b>
Company Facility Address:	<b>2238 Pinson Valley Parkway</b>
	<b>Birmingham, AL 35217</b>
Company Alternate Address:	<b>PO Box 10624</b>
	<b>Birmingham, AL 35202</b>
County or Parish:	<b>JEFFERSON</b>
Employer Identification Number:	<b>830141942</b>



CONTRACT PRICING WORKSHEET  
for MUNICIPAL REFUSE AND SERVICE EQUIPMENT

*This Form must be prepared by Contractor, and provided to End User.*

Buying Agency:	CULLMAN COUNTY ALABAMA	Contractor:	INGRAM EQUIPMENT COMPANY, LLC	
Contact Person:	JAMES ROLLO	Prepared By:	JEFF MARTIN	
Phone/Fax:		Phone/Fax:	205-663-3946/205-663-4816	
Location City, State:	CULLMAN, ALABAMA	SourceWell Contract:	091219-THC	
Date:	9/28/22	QUOTE SUBJECT TO CHANGE WITHOUT NOTICE	Product Code:	DPHP <small>(Includes installation &amp; 12 Month Warranty)</small>
Quote No.:	PD9742			

A. Item Base Unit: HEIL DPHP COMMERCIAL FRONT LOADER 40CY

**B. Options (Itemize below and attach additional sheet(s) if necessary)**

QTY	Description	Cost	QTY	Description	Cost
1	BODY SUMPS	INCLUDED			
1	FRONT MOUNT VANE PUMP	INCLUDED			
1	SINGLE LED WINDSCREEN MOUNTED CONTAINER LIGHT	INCLUDED			
1	MULTI-FUNCTION "SMART" LIGHTS - TAILGATE	INCLUDED			
1	BODY SIDE BACK ASSIST LIGHTS - LED	INCLUDED			
1	DUAL CAB GUARD MOUNTED FLOOD LIGHTS	INCLUDED			
1	3RD EYE CAMERA SYSTEM - REAR & HOPPER VIEWS	INCLUDED			
1	TAILGATE ROOF ACCESS LADDER	INCLUDED			
1	3" HOPPER DRAIN PLUG	INCLUDED			
1	BOLT ON FENDER EXTENSION	INCLUDED			
1	BUTTERFLY QUICK DISCONNECT	INCLUDED			
1	PAINT: WHITE	INCLUDED			
1	SERVICE HOIST	INCLUDED			

**C: CHASSIS & UNPUBLISHED OPTIONS**

QTY	Description	Cost	QTY	Description	Cost
1	2024 MACK TE64R	INCLUDED			
1	5YR/250K MILE ENGINE & AT WARRANTY	INCLUDED			
1	5YR/UNLIM. MILE TRANSMISSION WARRANTY	INCLUDED			
1	PAINT: WHITE	INCLUDED			
	VIN: 1M2TE2GC7RM010178				

**UNIT SUBJECT TO PRIOR SALE**

D. FREIGHT INCLUDED

E. Non-Equipment Charges/Discounts/Credits (Trade-In, Extended Warranty, etc.)

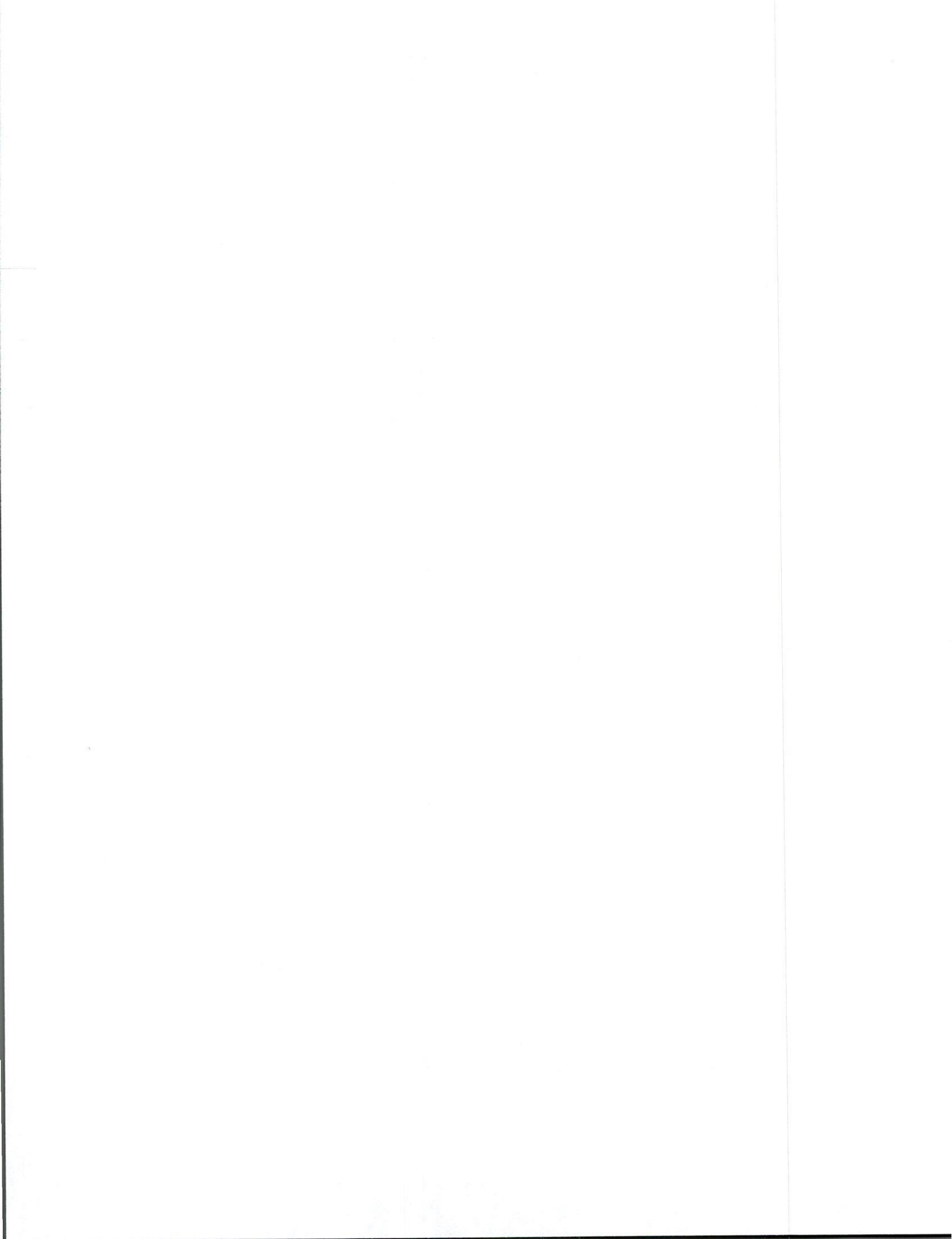
Subtotal E:

F. Unit Cost of Item (A+B+C+D+E) \$ 344,007.08

Quantity Ordered X 1

H. Total Purchase Price (+F+G): \$ 344,007.08

SW Member Signature:	Comments: THIS ORDER MAY BE SUBJECT TO CHASSIS SURCHARGES AFTER ISSUANCE OF PO.  Terms: Net at Delivery  FET, STATE & LOCAL TAXES NOT INCLUDED
SW Membership Number:	
SW Member PO#:	





**Solicitation Number: RFP#091219**

**CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **The Heil Co.**, 2030 Hamilton Place Blvd. #200, Chattanooga, TN 37421 (Vendor).

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

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

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 15, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

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

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

Notwithstanding the above, warranty issues related to the body and Heil factory-installed components shall be administered and resolved by The Heil Co. Warranty for third-party manufacturers such as the chassis chassis options or subsequently installed components shall be administered and addressed by the respective product manufacturer.

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

### **3. PRICING**

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

B. Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition. Product returns shall only be available in the event Vendor is notified of a body problem in writing and has not resolved the issue within thirty (30) days after receipt of said Notice.

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

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

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

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

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

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

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

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

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

## **5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS**

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

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

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

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

## **6. MEMBER ORDERING AND PURCHASE ORDERS**

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

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific



requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order. The cost of the bond premium shall be added to the cost of the Product.

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and

contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

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

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

The Report must contain the following fields:

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

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

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

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

9.

**AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

**10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

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

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

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

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

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

**11. LIABILITY**

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

**12. AUDITS**

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

### **13. GOVERNMENT DATA PRACTICES**

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

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

### **14. INTELLECTUAL PROPERTY**

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

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

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

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

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

### **16. GOVERNING LAW, JURISDICTION, AND VENUE**

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

## 17. FORCE MAJEURE

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

## 18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

## 20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:  
\$2,000,000

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

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

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

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

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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

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

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

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

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

## **21. COMPLIANCE**

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

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

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**24. CANCELLATION**

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

Sourcewell

DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489  
Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO  
Date: 11/11/2019 | 4:17 PM CST

The Heil Co.

DocuSigned by:  
By: George Paturalski  
49D840C627CF45F  
George Paturalski  
Title: Assistant Secretary  
Date: 12/6/2019 | 1:45 PM PST

Approved:

DocuSigned by:  
By: Chad Coauette  
7E42B8F817A64CC  
Chad Coauette  
Title: Executive Director/CEO  
Date: 11/11/2019 | 6:44 PM CST

# RFP 091219 - Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services

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## Vendor Details

Company Name: The Heil Co.  
Does your company conduct business under any other name? If yes, please state: (Heil)  
Address: 2030 Hamilton Place Blvd, #200  
Chattanooga, TN 37421  
Contact: Burgess Lane  
Email: blane@doveresg.com  
Phone: 256-478-0425  
HST#: 363896843

## Submission Details

Created On: Thursday July 11, 2019 09:28:35  
Submitted On: Wednesday September 11, 2019 09:59:56  
Submitted By: Burgess Lane  
Email: blane@doveresg.com  
Transaction #: 86955ac5-f190-4f28-b35f-31bdbabd60c1  
Submitter's IP Address: 74.127.76.220

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**Specifications**

**Proposer Identity & Authorized Representatives**

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	The Heil Co. ("Heil")
2	Proposer Address:	2030 Hamilton Place Blvd, #200 Chattanooga, TN 37421
3	Proposer website address:	www.heil.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Dave Young Vice President - Sales dyoung@doveresg.com 423-855-6353
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Burgess Lane Ready Truck Manager blane@heil.com 256-304-2218
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Larry Angel General Manager Ready Trucks langel@heil.com 423-242-2967  Jim Whitlow Ready Truck Business Analyst jwhitlow@heil.com 256-845-8355

**Company Information and Financial Strength**

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Formed in 1901 by Julius P. Heil, Heil is the world's premier manufacturer of ultra-durable, highly productive mobile refuse collection vehicles. Our product offering encompasses front loaders, rear loaders, side loaders, and multi-compartment vehicles, alternative fuels as well as special packages for organics. As the industry's leading provider of mobile collection solutions, we operate with a clearly defined mission, vision, set of core values, and set of strategic priorities.</p> <p>Mission: Process, transport, and transform the solid waste stream into sustainable resources that benefit our customers and communities.</p> <p>Vision: Be the undisputed global leader in people, performance, and customer value in the solid waste and recycling industry.</p> <p>Core Values:</p> <ul style="list-style-type: none"> <li>• Collaborative Entrepreneurial Spirit</li> <li>• Winning Through Customers</li> <li>• High Ethical Standards, Openness, and Trust</li> <li>• Expectations for Results</li> <li>• Respects and Values People</li> </ul> <p>Strategic Priorities:</p> <ul style="list-style-type: none"> <li>• Safety</li> <li>• Quality</li> <li>• On-Time Delivery</li> <li>• Productivity Improvement</li> </ul> <p>In addition to the wide array of custom-configured refuse bodies, HEIL offers two innovative programs to assist customers with updating or enhancing their refuse collection fleets quickly.</p> <p>Ready Trucks Program</p> <p>For customers who need to grow their fleet quickly or replace tired trucks and would like to purchase a new Heil refuse collection vehicle, we offer our Ready Trucks Program. This Program enables customers to choose a heavy-duty unit from stock, equipped with our most requested options, and receive same-day shipping. For those customers who would like to make slight modifications to a stock unit, we offer the ability to customize a unit in inventory and have it ship within 60 calendar days as part of our 60-day Shipping Guarantee.</p>

We offer a large variety of chassis inventory for mounting Heil refuse collection bodies. At any given time, we either stock or have immediate access to 500 to 700 chassis, both conventional and cab-over engine models. With chassis production lead times currently as long as four (4) months and often as long as twelve (12) months in recent years, having chassis on hand will enable Heil to offer Sourcwell Members immediate access to the majority of our refuse collection vehicles. Having such a large product offering requires a substantial number of different chassis models. The table below demonstrates our extensive offering of both diesel and compressed natural gas (CNG) models:

Chassis Manufacturer	Cab-Over	Conventional	Autocar
X	X		
Crane Carrier	X	Freightliner	
X	International	X	Hino X
X	Kenworth	X	Mack X X
Peterbilt	X	X	

(Cab-over models are primarily used for Heil front loaders, automated side loaders and, to a les Appendix A. You will note that we are offering in excess of 200 different chassis specifications

Heil Rental Programs Heil has relationships with Big Truck Rental, Rush Rentals and Premier Tr purchasing vehicles for a fleet. By renting, municipal customers can:

- Start a new pickup or collection route due to annexation without the typical upfront investment.
- Kick off a new route or relationship without the possible strain on cash flow.
- Replace a unit that goes down unexpectedly or is in for service, in most cases within 24 hours.
- Manage an emergency storm cleanup or another sudden situation where time is of the essence and expansion of service may need to be temporary, such as seasonal leaf and brush collection.
- Determine which front, side or rear loader is the right solution for an application by testing a rental unit before buying.
- Please see Appendix – BTR for Big Truck Rental pricing
- Please see Appendix – Rush for Rush Rental pricing
- Please see Appendix – Premier 1 and Premier 2 for Premier Truck Rental pricing

Parts Central Parts Central offers Heil Certified OEM parts and a variety of aftermarket parts manufactured by Heil.

Heil Certified OEM Parts are the most reliable replacement parts for Heil refuse collection vehicles. They're made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the vehicles. This means that they fit perfectly every time. Heil uses only the highest-quality materials for parts that last, minimizing costly downtime. Parts Central also offers the most requested aftermarket parts for Heil and other makes of refuse collection vehicles. Our aftermarket parts are designed and manufactured to strict standards and are backed by more than 118 years of industry experience and quality good enough to carry the Heil name.

Most commonly requested parts are available for immediate, same-day delivery through a local authorized Heil Dealer. If customers require a part that's not on the shelf locally, the dealer can expedite delivery from our main Parts Central warehouse in Fort Payne, Alabama. Orders for in-stock parts placed with the warehouse prior to 5:00 p.m. Eastern Standard Time will be shipped overnight. Even those hard-to-find parts for older refuse collection vehicles are often available through local Dealers for next-day delivery.

8 Provide a detailed description of the products and services that you are offering in your proposal.

Our product line consists of a series of commercial and residential equipment. They are divided into 9 sub categories:  
a) Front Loaders

Half/Pack® Frontload Garbage Trucks. Heil's Half/Pack has consistently delivered proven performance and continues to set the standard for front loaders. The Half/Pack is built for a long, reliable lifespan. Please see Appendix - Half Pack for more information regarding this product. Also, you may click the link below to view examples of this offering:  
<https://www.heil.com/products/front-end-loaders/half-pack> HALF/PACK® FREEDOM™ FRONT LOAD GARBAGE TRUCKS. Heil's Half/Pack® Freedom front load garbage truck is the lightweight solution for commercial and residential refuse hauling routes, able to carry up to 11 tons of legal payload in its 28 yd. body. Please see

Appendix – Half Pack Freedom for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.heil.com/products/front-end-loaders/half-pack-freedom>

HALF/PACK® COMMERCIAL FRONT LOAD GARBAGE TRUCK WITH ODYSSEY™ HYDRAULIC CONTROLS. This front loader features a refined hydraulic and electronic control system for maximum efficiency, reliability, and precise control. The Heil® Commercial Half/Pack® garbage truck with Odyssey™ Hydraulic Controls also has a single, easy-to-use joystick that requires minimal effort to operate, which saves time and increases productivity. Please see Appendix – Half Pack Commercial with Odyssey Controls for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.heil.com/products/front-end-loaders/half-pack-commercial-odyssey>

HALF/PACK® SIERRA™ FRONT LOAD GARBAGE TRUCKS. At 17,050 lbs (16% lighter than our standard Half/Pack® Front Loader), the Heil® Sierra™ front load garbage truck is a mid-weight solution for commercial and residential refuse routes that can carry more than 10 tons of legal payload in its 28 yd frontload hopper. Whether you haul commercial or residential refuse, the Half/Pack® Sierra™ is simply the best light-weight front loader, hands down. Please see Appendix – Half Pack Sierra for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.heil.com/products/front-end-loaders/half-pack-sierra>

HALF/PACK® AUTOMATED RESIDENTIAL FRONT LOAD GARBAGE TRUCKS. With major productivity enhancements, this game-changing automated front load garbage truck provides savings on residential refuse routes by eliminating high-maintenance items. For the most dependable Residential Front Loader in the business, you can count on the Heil® Half/Pack®. Please see Appendix – Half Pack Automated Residential for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.heil.com/products/automated-front-loaders>

b) Rear Loaders POWERTRAK® COMMERCIAL PLUS HIGH CAPACITY REAR LOAD GARBAGE TRUCKS. The

Heil® PowerTrak® PLUS High Capacity Rear Load Garbage Truck's patented design mounts the tag axle to the chassis frame rail, making it more structurally sound than models with the tag axle integrated into the tailgate, and an optional pusher axle can be added to carry an even greater legal payload. Please see Appendix – PTC Plus for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.heil.com/products/rear-loaders/powertrak-commercial-plus>

PT 1000™ SINGLE AXLE REAR LOAD GARBAGE TRUCKS. With its 15-second cycle time, reload time of less than 6 seconds and its large, 3 yd<sup>3</sup> capacity hopper, this robust rear load garbage truck is the key to optimizing productivity on residential and commercial routes. Please see Appendix – PT1000 for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.heil.com/products/rear-loaders/pt-1000>

DURAPACK® 5000 REAR LOAD GARBAGE TRUCKS. This tough and reliable high-compaction rear load garbage truck has a unique swing link design, along with the waste industry's largest capacity hopper. A large 3.94 yards – and compaction up to 1,000 lbs per yd<sup>3</sup> for increased productivity on your commercial and residential trash routes. Please see Appendix – DP5000 for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.heil.com/products/rear-loaders/durapack-5000>

POWERTRAK® COMMERCIAL REAR LOAD GARBAGE TRUCKS. This powerful rear load garbage truck body has high-pressure hydraulics and dual-track design to provide an awesome compaction of up to 1,200 lbs per yard. The PowerTrak® 3.64 yd hopper handles construction, demolition, and bulk waste better than any commercial rear loader in its class. Please see Appendix – PTC for more information regarding this product. Also, please click this link below to view examples of this offering:

<https://www.heil.com/products/rear-loaders/powertrak-commercial>

NON-CDL MINI REAR LOAD GARBAGE TRUCKS. Don't let the size fool you. The beauty of this highly maneuverable Non-CDL Rear Load Garbage Truck is its narrow, compact and lightweight design, making it ideal for commercial or residential waste hauling routes. Operators don't need a commercial driver's license (CDL) and the vehicle is exempt from Federal Excise Tax (FET). And the simple but effective swing link design means no slides, tracks or rollers, just compaction. Looking for the best Non-CDL Rear Load Garbage Truck Body on the market? Check out the Heil® Mini Rear Loader. Please see Appendix – Mini REL for more information regarding this product. Also, please click this link below to view examples of this offering:

<https://www.heil.com/products/rear-loaders/mini-rear-loader>

#### Side Loaders

LIBERTY™ AUTOMATED SIDELOAD GARBAGE TRUCKS. The patented Python™ automated side load garbage truck arm has a muscular, 9-foot reach, an 8-second cycle time and can lift up to 800 lbs. The incredibly lightweight Liberty™ automated side loader is perfect for residential collections. And the constant pack body – which is the lightest in the industry, has a patented paddle packer that continuously sweeps the hopper, eliminating the need to stop



and pack the load. Please see Appendix – Liberty for more information regarding this product. Also, please click the link below to view examples of this offering:  
<https://www.heil.com/products/automated-side-loaders/liberty>

DURAPACK® PYTHON® AUTOMATED SIDE LOAD GARBAGE TRUCKS. The patented Heil® Python® Side Load Automated Arm has a 9-foot reach, an 8-second cycle time and can lift up to 800 lbs, making it a strong and fast performer on any residential refuse route. And the DuraPack® Sideload body is the industry standard when it comes to dependability and toughness. Please see Appendix – Python for more information regarding this product. Also, please click the link below to view examples of this offering:  
<https://www.heil.com/products/automated-side-loaders/durapack-python>

RAPID RAIL® AUTOMATED SIDE LOAD GARBAGE TRUCKS. The Rapid Rail® Automated Side Loader garbage truck body has a 1,600 pound lift capacity, and allows for residential, commercial and multi-family refuse collection. It can handle 30-400 gallon refuse containers all day long with ease. The powerful arm has virtually zero kick out allowing operation in the tightest of alleys, and an 8-second cycle time means industry-leading productivity, all in combination with the lightest weight side loader in the industry. Please see Appendix – Rapid Rail for more information regarding this product. Also, please click the link below to view examples of this offering:  
<https://www.heil.com/products/automated-side-loaders/rapid-rail>

DURAPACK® RAPID RAIL® SIDELOAD GARBAGE TRUCKS. The DuraPack® Rapid Rail® Autom DuraPack® high- compaction sideload body makes for a reliable, tough RCV. Please see Appen  
<https://www.heil.com/products/automated-side-loaders/durapack-rapid-rail>

MULTIPACK® AUTOMATED SIDE LOAD GARBAGE TRUCKS. Heil® MultiPack® Sideload Garbage Truck Bodies combine the durable Heil® DuraPack®, the superior Python® automated arm and the proven DuraPack® 5000 refuse tailgate. It's the only trash truck in the industry that can handle rear loader, side loader, and even commercial waste routes single-handedly. Please see Appendix – Multipack for more information regarding this product. Also, please click the link below to view examples of this offering:  
<https://www.heil.com/products/automated-side-loaders/multipack>

d) Multi-Compartment Vehicles

DURAPACK® 4060 SPLIT BODY REAR LOAD GARBAGE TRUCKS. The Heil® DuraPack® 4060 Split Body Rear Load Garbage Trucks are a win-win, allowing collection of multiple residential trash streams or recyclables. With the DuraPack® 4060 split body rear loader, one truck can do the work of two. And the reduced weight body means enhanced fuel economy and larger payloads on the route. Please see Appendix – 4060 for more information regarding this product. Also, please click the link below to view examples of this offering:  
<https://www.heil.com/products/rear-loaders/durapack-4060>

e) CNG Capabilities

CNRG™ TAILGATE. The Heil® innovative, fully integrated CNRG™ tailgate fuel delivery system will revolutionize the way you use CNG garbage trucks. Please see Appendix – CNRG for more information. Also, please click the link below to view examples of this offering:  
<https://www.heil.com/products/cng-capabilities/cnrg-tailgate> CNG OPTIONS FOR GARBAGE TRUCKS. Heil® makes it easier than ever to realize the savings from CNG garbage trucks with our factory-direct CNG program. Please see Appendix – Heil CNG for more information. Also, please click the link below to view examples of this offering:  
<https://www.heil.com/products/cng-capabilities/cng-options> f)

Organics

ORGANIC WASTE COLLECTION TRUCKS AND EQUIPMENT. When it comes to waste stream diversion, one of the first targets is removing organic waste from the landfill. That's where Heil comes in, with our Organics Waste Collection trucks and equipment. Whether your route is equipped with the PT-1000 or the iconic Heil® Rapid Rail®, we have organics processing options that allow you to meet your organics diversion targets. Please click the link below to view examples of this offering:  
<https://www.heil.com/organics>

g) Parts Central

Heil® Certified OEM Parts are the most reliable replacement parts for Heil® refuse trucks.

These parts are made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the vehicles. This means they fit perfectly every time. Heil® uses only the highest-quality materials for parts that last.

Parts Central also offers the most requested aftermarket parts for Heil and other makes of garbage truck bodies. Our aftermarket parts are designed and manufactured to strict standards and are backed by more than 100 years of industry experience.

High-volume parts that are frequently requested are available for immediate, same-day delivery through your local Authorized Heil® Dealer. Orders for in-stock parts placed with Parts Central before 5 p.m. ET will be shipped overnight. Please click below to view examples of this offering:

<https://www.heil.com/products/parts-central-h> Bayne

Thinline Premium Lift Systems

Mobile Refuse Products. Bayne's diverse line lifters for mobile refuse truck lifters is second to none. Our lifters are the most reliable solution to your waste handling needs, and we offer complete solutions for almost any application or budget. Please see Appendix – Bayne for more information regarding this product. Also, please click below to view examples of this offering:

[https://www.baynethinline.com/products/mobile\\_refuse\\_products](https://www.baynethinline.com/products/mobile_refuse_products)

i) Third Eye

Refuse Fleet Solutions. Refuse collection can be tricky business. Knowing that you've serviced a home or business is important. So is doing it productively and safely every time. 3rd Eye on-board camera systems constantly monitor your driver as well as their environment to ensure the safe operation of their vehicle. It also allows fleet owners immediate verification of service and video validation of overfilled containers – which can lead to more revenue / increased service frequency. 3rd Eye is the most technologically advanced refuse fleet management solution for the waste industry, trusted by companies all over the United States, just like yours. From Enhance Vehicle Behavioral Analytics™, 3rd Eye Digital, 3rd Eye Mobile, Collision Avoidance Radar and more, 3rd Eye has the most comprehensive refuse fleet management solutions on the market. Please see Appendix – 3rd Eye for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.3rdeyecam.com/refuse-fleet-management-systems/>

The attached Proposal is tendered in compliance with and conforms to the bid specification requirements of Sourcwell as set forth in solicitation #091219 identified with an initial submittal date of September 11, 2019. However, for complete clarity and transparency, the pricing and performance commitments contained herein are tendered to Sourcwell predicated on a mutual understanding and agreement on the following points of clarification:

1. Warranty issues related to the body and Heil factory-installed components shall be administered and resolved by The Heil Co. Warranty for 3rd party manufacturers such as the chassis, chassis options, or subsequently installed components shall be administered and addressed by the respective product manufacturer.
2. Product returns shall only be available in the event Heil is notified of a body problem in writing and has not resolved the issue within thirty (30) days after receipt of said Notice.
3. Consistent with section 10B of this Agreement, any supplemental terms or conditions on Member-supplied transactional paperwork (such as a Purchase Order) shall be null and void unless an Amendment to this Agreement is executed between Supplier and Member.
4. In the event a Member requires a Performance Bond from Supplier, the cost of the bond premium shall be added to the cost of the Product.
5. In relation to section 12. Audits, audits are restricted to pricing and invoicing to verify our compliance with the contract.
6. In order to avoid any confusion concerning the point that the Agreement governs the sale in section 6F, and any Purchase Order terms do not apply per section 10B, we would like to clarify that all actions at law would take place in Todd County or Fergus Falls, MN.
7. Regarding section 20 A.5, our products and services do not fall within this category.
8. Regarding section 20 B, we do not provide copies of our insurance policies, but do provide the required Certificate of Insurance to demonstrate our proof of insurance.

9	What are your company's expectations in the event of an award?	As a company, we strive to live out the values we espouse of respecting people, maintaining th our product offerings and processes to provide the most extensive and complete portfolio of fir
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see Appendix B of this Proposal for a complete 2018 Dover Annual Report. Heil is an operating company within the Dover Company structure. <a href="https://investors.dovercorporation.com/annual-reports">https://investors.dovercorporation.com/annual-reports</a>
11	What is your US market share for the solutions that you are proposing?	Although Heil is the leader in the US, we do not publish market share numbers.
12	What is your Canadian market share, if any?	Heil does not publish market shares.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. We've never been subject of a bankruptcy action.
14	How is your organization best described: is it a ma your written authorization to act as a distributor/dea with your sales and service force and with your dea	a. Heil is a manufacturer and our dealer network is independently owned. b. Heil offers a case by case system of sales and marketing in the global market. In general, we employ our Dealer Network to cover cities and counties within all 50 states in the US and 7 Canadian provinces. Secondly, we employ Key Account Representatives where the volume of business warrants. Thirdly, we employ Regional Sales Managers to manage and coordinate the activities. All these individuals are employed by Heil, as follows: 1) Dealer Sales Representatives – Employed by Heil Dealers and they represent Heil from a Contract standpoint when quoting or selling Heil equipment to Sourcewell members. 2) Key Account Representatives – Employed by Heil 3) Regional Sales Managers – Employed by Heil
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>State of Tennessee - Motor Vehicle Manufacturer/Distributor License ID Number 00005771</p> <p>Hamilton County, Tennessee - Business License License Number 052431</p> <p>City of Chattanooga, Tennessee - Business Tax License State Tax Account # 501133955</p> <p>Local Business Tax Account # 30101</p> <p>The Heil Co. is an ISO-certified manufacturer.</p>
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	None

17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our product line consists of a series of commercial and residential equipment. They are divided into 9 sub categories: Front Loaders  Rear Loaders  Side Loaders  Multi-Compartment Vehicles  CNG Capabilities  Organics  Parts Central  Bayne Thinline Premium Lift Systems  Third Eye
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**Industry Recognition & Marketplace Success**

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Heil holds more than 200 industry patents for solid waste and recycling innovations. We are al organizations: of Scrap Recycling Industries (ISRI) c. National Association for Information Destruction (NAID (WASTEC) a.  In addition to these industry awards, we have the following recognitions: NWRA – 2014 Hall of fame induction – John Curotto, President, Curotto-Can, (subsidiary) NWRA – 2014 Hall of Fame induction – Bill Wilkerson, VP Sales and Marketing, Marathon (sister company) NJPA Pioneer Award - 2017 – Larry Angel – General Manager Ready Trucks  Pat Carroll, Heil President, is a member of the a. Board of Governors of WASTEC b. Board of Directors of Environmental Research and Educational Foundation (EREF)
19	What percentage of your sales are to the governmental sector in the past three years	22%
20	What percentage of your sales are to the education sector in the past three years	Less than 1% as they generally do not pick up their own garbage.
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While Heil does not hold any other cooperative purchasing contracts, we do sell refuse trucks to our Dealer Network who utilize other procurement contracts including HGAC, Florida Sheriff's Association, and the Texas Buy Board.
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not have a GSA contract

**References/Testimonials**

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
City of Portsmouth	Kenny Strickland stricklandk@portsmouthva.gov	757-393-8629
City of Franklin VA	Russell Pace rpace@franklinva.com	757-562-8562
Dare County	Shanna Fullmer shanna@darenc.com	252-423-0136
City of Norfolk	Rob Arnold robert.arnold@norfolk.gov	757-441-5813
University of Maryland	Bill Guididas wguidida@umd.edu	301-405-3293

**Top Five Government or Education Customers**

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of New York City	Government	New York - NY	724 Refuse Trucks	724	\$68 million
City of El Paso, TX	Government	Texas - TX	50 Refuse Trucks	50	\$5 million
City of Austin, TX	Government	Texas - TX	49 Refuse Trucks	49	\$5.7 million
City of Columbus, GA	Government	Georgia - GA	40 Refuse Trucks	40	\$2.7 million
Metro Nashville, TN	Government	Tennessee - TN	38 Refuse Trucks	38	\$2.5 million

**Ability to Sell and Deliver Service Nationwide**

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

Line Item	Question	Response *																																				
25	Sales force.	<p>Heil's dealer network consists of 34 dealers located within North America. All dealer locations that support the Heil brand can provide customers with road service, if needed, and all dealers offer onsite service at customer locations.</p> <p>In addition, we have 8 Regional Managers that support the Heil Dealers in their respective territories to help expedite and facilitate solutions to meet the member's needs.</p> <p>Please see Appendix C for a map of our dealer locations and service locations. Heil Region</p> <table border="0"> <tr> <td>Name</td> <td>Regional Manager Name</td> <td>Location</td> <td>% Focus on Heil Sales &amp; Services</td> </tr> <tr> <td>Northeast</td> <td>Jim Blanchard</td> <td>Boston, MA</td> <td>100%</td> </tr> <tr> <td>Atlantic</td> <td>Dennis Fallon</td> <td>Pittsburg, PA</td> <td>100%</td> </tr> <tr> <td>Southwest</td> <td>Randy Wells</td> <td>Fort Payne, AL</td> <td>100%</td> </tr> <tr> <td>Central</td> <td>Joe Howard</td> <td>Houston, TX</td> <td>100%</td> </tr> <tr> <td>Midwest</td> <td>Bob McHugh</td> <td>Chattanooga, TN</td> <td>100%</td> </tr> <tr> <td>West</td> <td>Bill Engstrom</td> <td>Hurricane, UT</td> <td>100%</td> </tr> <tr> <td>Northwest</td> <td>Mike Tucker</td> <td>Denver, CO</td> <td>100%</td> </tr> <tr> <td>Canada</td> <td>Craig Thomas</td> <td>St. Louis, MO</td> <td>100%</td> </tr> </table>	Name	Regional Manager Name	Location	% Focus on Heil Sales & Services	Northeast	Jim Blanchard	Boston, MA	100%	Atlantic	Dennis Fallon	Pittsburg, PA	100%	Southwest	Randy Wells	Fort Payne, AL	100%	Central	Joe Howard	Houston, TX	100%	Midwest	Bob McHugh	Chattanooga, TN	100%	West	Bill Engstrom	Hurricane, UT	100%	Northwest	Mike Tucker	Denver, CO	100%	Canada	Craig Thomas	St. Louis, MO	100%
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Canada	Craig Thomas	St. Louis, MO	100%																																			

26	Dealer network or other distribution methods.	<p>Heil Dealer List: Heil Dealer Name City State Heil</p> <p>Region Heil of Texas - Irving, TX Irving TX Central</p> <p>Heil of Texas - San Antonio, TX San Antonio TX Central Ingram Equipment Company, LLC - Pelham, AL Pelham AL Southeast Ingram Equipment Company, LLC - Theodore, AL Theodore AL Southeast International Trucks of Hawaii - Kapolei, O'ahu, HI Kapolei, O'ahu HI West Kois Brothers Equipment Company, Inc. - Commerce City, CO Commerce City CO Northwest</p> <p>Kois Brothers Equipment Company, Inc. - Billings, MT Billings MT Northwest Kois Brothers Equipment Company, Inc. - Great Falls, MT Great Falls MT Northwest</p> <p>Armor Equipment - Arnold, MO Arnold MO Midwest</p> <p>Balar Equipment Corporation - Phoenix, AZ Phoenix AZ West Bell Equipment Company - Lake Orion, MI Lake Orion MI North Atlantic Bell Equipment Company - Gahanna, OH Gahanna OH North Atlantic Bob's Services - Anchorage, AK Anchorage AK Northwest Bodyworks Equipment, Inc. - Monrovia, CA Monrovia CA West MacQueen Equipment, Inc. - Menomonee Falls, WI Menomonee Falls WI Midwest Carolina Environmental Systems, Inc. - Kernersville, NC Kernersville NC Southeast Carolina Environmental Systems, Inc. - Greenville, SC Greenville SC Southeast Carolina Environmental Systems, Inc. - Austell, GA Austell GA Southeast Central Indiana Truck Equipment (CITE) - Indianapolis, IN Indianapolis IN Midwest Cyncon Equipment Company - Rush, NY Rush NY Northeast</p> <p>Heil of Texas - Houston, TX Houston TX Central</p> <p>Stringfellow, Inc - Nashville, TN Nashville TN Midwest</p> <p>Stringfellow, Inc - Chattanooga, TN Chattanooga TN Midwest</p> <p>Sunbelt Hydraulics and Equipment, Inc. - Pompano Beach, FL Pompano Beach FL Southeast</p> <p>Tampa Crane and Body, Inc. - Tampa, FL Tampa FL Southeast</p> <p>MacQueen Equipment, Inc. - Ankeny, IA Ankeny IA Midwest United Engines, LLC - Oklahoma City, OK Oklahoma City OK Central</p> <p>Utility Truck Equipment Company (UTEK) - Lake Charles, LA Lake Charles LA</p> <p>Central Vasso Waste Systems, Inc. - Brooklyn, NY Brooklyn NY Northeast</p> <p>Fer-Marc Equipment, Ltd. - Regina, SK Regina SK Canada Ray Max Equipment Sales - Calgary, Alberta, AB Calgary, Alberta AB Canada</p> <p>Saniquip, Inc Riguard QC Canada Vimar Equipment, LTD Burnaby BC Canada</p> <p>Binzz Inc. - Campbellville, ON Brampton ON Canada Legacy Equipment Company - Salt Lake City, UT Salt Lake City UT Northwest MacQueen Equipment, Inc. - St. Paul, MN St. Paul MN Midwest Maine Equipment Company, Inc - Hermon, ME Hermon ME Northeast</p> <p>Mid-Atlantic Waste Systems - Easton, MD Easton MD North</p> <p>Atlantic Mid-Atlantic Waste Systems - Salem, VA Salem VA North Atlantic</p> <p>Mid-Atlantic Waste Systems - Chesapeake, VA Chesapeake VA North</p> <p>Atlantic Mid-Atlantic Waste Systems - New Castle, PA New Castle DE North</p> <p>Atlantic Mid-Atlantic Waste Systems - Clinton, MD Clinton MD North Atlantic</p> <p>Mid-Atlantic Waste Systems - Pittsburgh, PA Cheswick PA North Atlantic</p> <p>MacQueen Equipment, Inc. - Lincoln, NE Lincoln NE Midwest Northern Truck Equipment Corporation - Sioux Falls, SD Sioux Falls SD Midwest Northern Truck Equipment Corporation - Fargo, ND Fargo ND Midwest Northern Truck Equipment Corporation - Rapid City, SD Rapid City SD Midwest Preferred Truck &amp; Equipment Repairs, Inc. - Sacramento, CA Sacramento CA</p> <p>West River City Hydraulics, Inc. - Sherwood, AR Sherwood AR Central River City Hydraulics, Inc. - Baton Rouge, LA Baton Rouge LA Central River City Hydraulics, Inc. - Memphis, TN Memphis TN Central Ruckstell California Sales Company, Inc - Fresno, CA Fresno CA West EJ Equipment - Addison, IL Addison IL Midwest</p> <p>Action Fleet Repair - North Las Vegas, NV North Las Vegas NV</p> <p>West Environmental Equipment Sales &amp; Service, LLC Sutton MA</p> <p>Northeast Armor Equipment - Olathe, KS Olathe KS Midwest</p> <p>Heil of Texas - El Paso, TX El Paso TX</p> <p>Central EJ Equipment - Manteno, IL Manteno IL Midwest</p> <p>Preferred Truck &amp; Equipment Repairs, Inc. - Livermore, CA Livermore CA West</p>
27	Service force.	<p>Our Heil Dealer Network comprises 60 locations to service customers. In addition to these dealer technicians, Heil also has 8 Field Service Technicians that are also available to service members if the need requires it. Support for our customers is a priority and we make it as easy as possible through our dealer locator on the Heil website, easy to access email for Heil Tech Support as well as the Heil Tech Support phone number. Please click the link below to see the ease of access:</p> <p><a href="https://www.heil.com/support">https://www.heil.com/support</a></p>

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Heil Environmental has dedicated Customer Care and Support for new refuse equipment sales on site as well as through our extensive US dealer network. Heil also offers OEM part sales and support through Heil Parts Central. For new unit sales, Heil's release management process provides firm commitment dates on standard orders within 72 hours. All Heil products are manufactured and inspected throughout the build process building quality into every Heil product from the start. Quality Control reviews every unit before shipment to ensure every product is 100% accurate to the customer's request and order submission. OEM part sales are available through Heil Parts Central's 24-hours a day e-commerce website and Representatives for these products as well. At Heil we pride ourselves on customer satisfaction
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	Heil is fully prepared and uniquely capable of servicing ALL Sourcewell Member geographic areas and market segments under this contract in the United States, Canada, and internationally.
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There will be no exclusions of Sourcewell Members from our contract related to this RFP. Heil is fully prepared and uniquely capable of servicing ALL Sourcewell Member segments.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	The requirements for shipping a piece of equipment via an ocean-going vessel will vary depending on the port of departure and the port of delivery. In some cases, full or partial payment of equipment may be required prior to loading onto the shipping vessel or exiting port after loaded.

## Marketing Plan

Line Item	Question	Response
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Heil is very aggressive in our marketing of the opportunities provided us by our association with Sourcewell. We have one of the nation's largest dealer networks – and work with them, provide training and guidance regarding how to best take advantage of our Sourcewell contract. In addition, we use our in-house video production team to further enhance both the brand – and the strength of partnering with Sourcewell through both our Sourcewell video testimonial – and through our popular ReadyTruck video series – which plugs Sourcewell during every episode. Both of these channels are popular and viewed by our following. These can also be found on our website – which garners more traffic than any of our competitors [based on Moz and Google Analytics reporting]. In addition, we display our Sourcewell contract proudly on our website, as well as on all of our eBrochures.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Effective SEO is a key component of all of ESG's web properties and Heil, Marathon, and 3rd Eye all have robust social media strategies that highlight wins, customers, and information pertinent to the waste industry. We are leading all of our competitors in our SEO search metrics as can be seen in the attached charts. We have always looked at our SEO strategy as a "discipline" vs. a process – and we feel that our dominance in this area is a testament to that. Combined with this strategy are tools that monitor our website traffic and provide very granular metrics regarding who is on our site, what they are looking for – and how often they visit. This information is then automatically delivered to our sales teams to ensure they track the lead through revenue generation.
34	In your view, what is Sourcewell's role in your Sourcewell- awarded contract into your sale	Sourcewell is seen as a valuable partner in the implementation and success of this contract. As such, we believe that Sourcewell's role as a joint partner in all marketing collaterals is essential. As part of our partnership, Heil will be responsible for increasing Sourcewell awareness and the inherent benefits of the contract through our various dealer sales meetings, national Heil sales meetings and any trade shows in which we participate. In exchange, we would expect that Sourcewell will promote Heil on the Sourcewell website, in the quarterly Newsletter, in all Sourcewell literature, and at all applicable marketing resources and publications
35	Are your products or services available through e-procurement system and how government	No. Due to the many options that are offered on both body and chassis and the electronic interactions that have to occur between the two units, we feel it prudent to involve our Dealer Representatives that are trained to know what will work together and what will not. It is too complicated to just select options and hope it will work, and this will help protect the member's procurement teams who may not be as knowledgeable regarding product options and applications by utilizing the trained staff at our dealer locations.

## Value-Added Attributes

Line Item	Question	Response
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<p>36</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Heil offers a wide array of custom training programs that keeps our sales management and Dealer sales force up to speed on our products. From selling techniques, technical product and operator trainings, to product maintenance schools, every aspect of selling and promoting our vehicles is covered. We have been extremely successful with these programs and will be offering them again to our Sourcewell members to further their education on mobile refuse collection vehicles. They consist of:</p> <ul style="list-style-type: none"> <li>• In-person training sessions. They are performed in our Fort Payne, Alabama and Vernon, Alabama production facilities. The proximity of the factory makes it easier for the Sourcewell Members to fully comprehend what separates our mobile refuse vehicles from our competitors.</li> <li>• Mobile training trailers that travel throughout the United States. These two unique and first in the industry mobile classrooms bring education directly to our customers. As a customer-oriented company, we believe this type of training eliminates travel time, job downtime, and related costs for course attendees. In fact, they can be set up onsite at a customer or Dealer location and are equipped with the latest technology to deliver customer-specific content in air-conditioned comfort.</li> <li>• Heil Service Shack video trainings available to our Sourcewell members in the form videos posted on our various social media sites. These are available in English, Spanish and French Canadian. Follow the links below for examples: English <a href="https://vimeo.com/281281938/636d4ccd22">https://vimeo.com/281281938/636d4ccd22</a> French Canadian <a href="https://vimeo.com/281969922">https://vimeo.com/281969922</a> Spanish <a href="https://vimeo.com/274579697">https://vimeo.com/274579697</a></li> </ul>
<p>37</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<ul style="list-style-type: none"> <li>• Safety via cameras and radar with the ability to record all cameras on the truck (when installed with 3rd Eye's Hurricane Gateway)</li> <li>• Asset utilization: be able to record and track the hours and location of your assets</li> <li>• Equipment behavior: know that status of your garbage truck's hopper, compactor and ancillary equipment in real time</li> <li>• On Road / Off Road: know when your assets are on highway and when they are not</li> <li>• Integrating lightweight composites into non-critical areas of our refuse collection bodies to produce the lightest weight refuse collection vehicle on the market today with the largest legal payload – 11+ tons.</li> <li>• Adding the Heil Overweight Prevention System™ (HOPS™) to our refuse collection vehicles to monitor vehicle weight while on route. HOPS uses axle transducer scales, accurate to within 2%, to determine the vehicle's gross weight. When the unit approaches its maximum allowable weight, the driver receives audible and visual signals inside the cab. When the unit reaches its maximum allowable weight, the system prevents the operator from collecting any more cans. This helps ensure full loads, minimizes exposure to overweight fines, and extends the life of the vehicle.</li> <li>• Heil's Automated Front Loader with Odyssey controls and hydraulics launched in mid-2013 redefining automated and bulk refuse collection levels. Pressure compensated piston pump, positions sensing cylinders and control logic drove weight out of the product while significantly reducing complexity, increasing reliability resulting in industry leading uptime and lowest Total Cost of Ownership.</li> <li>• No other residential front loader garbage truck features the Half/Pack® smart design, with all of its systems working together to reduce the total cost of operation. It's more efficient, easier to operate, easier to service, and less likely to need service in the first place.</li> <li>• The Half/Pack® Freedom™ frontload trash truck weighs only 15,700 pounds, which is 19% lighter than a standard Half/Pack® and 1,350 pounds lighter than the lightweight Half/Pack® Sierra™. The Freedom™ can carry up to 11 tons of legal payload in its 28 cubic yard front load body – the largest legal payload – and features a 12 cubic yard hopper and a frontload arm lifting capacity of 8,000 pounds. To ensure the Half/Pack® Freedom™ front loader maintains its long-term durability, we have added an innovative load-control system to the unit called the Heil® Optimal Payload System™ or HOPS™.</li> <li>• The Heil® Half/Pack® front-load garbage truck with Odyssey™ hydraulic controls has a single, easy-to-use joystick that maximizes ergonomics by requiring minimal effort to operate and increases productivity. It is also equipped with an Insight Display, an in-cab display that provides real-time feedback, as well as optimal operator control.</li> </ul>



<p>38</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>As a leader in the solid waste and recycling industry, Heil maintains a corporate mission to provide customers with innovative solutions for processing, transporting, and transforming the solid waste stream into sustainable resources that benefit both our customers and our communities. To that end, we strive to incorporate —green practices into our company processes as well as into our products. Here are some examples:</p> <ul style="list-style-type: none"> <li>• We have installed a CNG fueling station at our Fort Payne, Alabama production facility to meet the fueling needs of refuse collection units leaving the plant as well as to support the fueling of privately owned CNG-powered vehicles in the local community.</li> <li>• As part of our manufacturing process we install CNG fuel systems on many new customer trucks while meeting the growing demand for gas fueling applications.</li> </ul> <p>In Heil production facilities, we:</p> <ul style="list-style-type: none"> <li>• Recycle 100% of the scrap steel used to make our products</li> <li>• Use a low VOC electrostatic paint process to paint our lifters, refuse collection bodies, compactors, and balers</li> <li>• Actively recycle cardboard, aluminum, plastic, office paper, and wooden pallets</li> <li>• Our green products include:             <ul style="list-style-type: none"> <li>• Use of hybrid and CNG-fueling systems on our Heil refuse collection bodies</li> <li>• Building innovative, lightweight Heil refuse collection units that reduce costs associated with fuel, tires, and brakes</li> <li>• Our patented Odyssey™ hydraulic control technology delivers waste industry-leading productivity with the lowest total cost of ownership, helping refuse haulers make more money on the route. This system is designed to help operators finish routes up to 20% faster, deliver measurable fuel savings while reducing wear on the lift assembly, chassis, engine, and transmission. Plus, it greatly reduces noise pollution.</li> </ul> </li> <li>• As a Dover company, Heil supports Dover Corporation's —Sustainability Policy, a long-term commitment to operational excellence that will reduce greenhouse gas emissions, the use of volatile organic compounds (VOC), metal and cardboard consumption, and landfill utilization across the enterprise.</li> <li>• Specifically, Dover has committed to reduce greenhouse gas emissions and energy consumption by 20% each by the year 2020. Many Dover operating companies have already achieved significant energy and energy cost reductions in their operations. Launched in 2012, Dover's Energy Efficiency Captain Program has created a knowledge sharing community of operating company professionals to discuss energy efficiency and sustainability initiatives at their facilities. Initial findings from 2012 data indicate that 39 energy efficiency projects were implemented, with over 8,000 MWh in savings. To learn more, please click the following link:</li> </ul> <p><a href="https://www.dovercorporation.com/about-us/sustainability/intensity-goals">https://www.dovercorporation.com/about-us/sustainability/intensity-goals</a></p>
<p>39</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Heil is continually innovating toward solving all sorts of hard problems that enable our customers to be more safe and efficient. One example of this is the way Odyssey controls help to conserve energy through smart hydraulic power management. By providing the right amount of power only when it is needed, energy is conserved. Specifically, utilizing a variable displacement pump combined with a load sensing hydraulic valve and proportional control system, operators get the finesse and power they need while fuel economy improves. Moreover, in our more conventional designs, complete disengagement of the hydraulic pump, via a hot shift pto, eliminates parasitic loss which also improves fuel efficiency.</p> <p>One of the more substantial efficiency improvements with the Odyssey comes from system productivity. The entire system efficiency plays a major role in fuel usage when viewed from the perspective of 'cans-per-gallon'. The Odyssey design takes seconds off of packer and auto-lift cycles. Combine this with the inherent ergonomics and maneuverability of the Curotto Can and the unit finishes the route substantially faster than conventional RCVs. Of vital importance is the fact that when the key switch is off, there is 100% fuel savings. The culmination of these highly engineered features results in a product that has the potential to save hours a week in operational costs. All things being equal, if a route is completed in 9 hours verses 10; there is a 10% fuel savings.</p> <p>Energy conservation is of critical importance to all stakeholders in the RCV industry. Heil recognizes this and has responded with a highly engineered product that lives up to the Heil legacy. This has been accomplished through the designs, measurements and analysis reflected here, and is meant to help end users succeed in their social, financial and environmental goals.</p>
<p>40</p>	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>As an operating entity of a public company, Heil is not certified as a WMBE or SBE business entity. However, five of our dealers are certified as WMBE business entities: Heil of Texas, River City Hydraulics, Ingram Equipment, UTEC, and Fer-Marc Equipment.</p>

41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?</p>	<ul style="list-style-type: none"> <li>• The ability to be a single source provider for equipment, parts and service under this contract</li> <li>• Offer a full range of RCV products - Front Loader, Automated Front Loader, Side Loader and Rear Loader.</li> <li>• Localized parts inventories at your Dealer Locations for all models</li> <li>• All RCV's offered are manufactured in the US and comply with current ANSI and FMVSS requirements</li> <li>• 60 authorized US and Canada Dealer locations capable of providing complete Sales, Parts &amp; Service</li> <li>• All Dealers routinely evaluated to ensure they are providing superior quality and service</li> <li>• Directly employ 8 technicians who provide factory and field support for all products offered, with access to over 650 engineering and manufacturing personnel</li> <li>• Own well over 200 patents</li> <li>• All warranty handled direct without pass through to an outside supplier or manufacturer</li> <li>• Preventative maintenance programs available</li> <li>• Complete service, operator, factory and field training available for authorized Dealers and customers across all product lines</li> <li>• Offer on-site alternative fuel system installation</li> <li>• On-site alternative fuel filling station</li> <li>• On the ground, completed and ready to go factory RCV inventory program with equipment available for immediate delivery</li> <li>• Rental program to fulfill equipment needs prior to completing a Sourcewell transaction</li> <li>• Factory and Dealer demos available for on route demonstrations</li> <li>• Utilize multiple software tools to collect data and analyze route information to offer best-product solutions and optimize Total Cost of Ownership for varying user conditions</li> <li>• Sales, parts and service marketing programs available to Dealers for all products</li> </ul>
42	<p>Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.</p>	<p>Heil is uniquely capable and fully prepared to service Sourcewell Members in Canada and around the globe. We have 5 dealers in the Canadian Provinces with many representatives who are bilingual where applicable, as well as a widespread network of representation around the world in various countries, all of whom are managed by Heil Export Sales Team. Heil is also the preferred supplier of refuse collection bodies to many the largest waste management companies that currently serve the Canadian market as well as Canada's largest rental fleet.</p>

**Warranty**

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

Line Item	Question	Response
43	Do your warranties cover all products, parts, and labor?	The initial 1-year standard warranty coverage includes parts and labor for 12 months or 2000 hours. In addition to the 1-year standard warranty, there are also various extended warranty packages that may be purchased depending on the needs of the individual member.
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Heil® Certified OEM Parts are the most reliable replacement parts for Heil® refuse trucks. These parts are made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the vehicles. This means they fit perfectly every time. Heil® uses only the highest-quality materials for parts that last, therefore, OEM parts must be used to continue warranty coverage. Heil does not assume any liability for warranty considerations due to any improper use, operation beyond rated equipment/component capacity, substitution of parts that are not Heil-approved, or any alteration or repair by others in such a manner that affects the product operation or integrity.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Although we do not cover the expense of travel time and mileage for warranty repairs, the Heil Warranty Request Order Form (referred to as the WRO Form) is used to request approval for policy adjustment of warranty coverage requesting unusual or non-standard repair(s) and exceptions such as these may be considered.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Heil is fully prepared and uniquely capable of servicing ALL Sourcewell member geographic areas and market segments under this contract in the United States and Canada. The first level of service would be through the Authorized Heil Dealer network, and if required, the Field Service team within our Heil Technical Support Group.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes. Heil pays warrantable claims and then we work internally with our suppliers toward recovery where applicable.
48	What are your proposed exchange and return programs and policies?	OEM parts purchased from the Heil Dealer through Parts Central can sometimes be considered for return or exchange depending on certain criteria, such as being a current production part, and are evaluated on a case by case basis. Cylinders, when applicable, ship back to cylinder OEM for evaluation. Non-cylinder claims may require return to Heil and is determined through the warranty and repair process.
49	Describe any service contract options for the items included in your proposal.	Each dealer in our extensive network establishes the pricing for and manages service contracts on a localized basis for our customers based on their individual needs.

## Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Heil's payment terms are Net 30.
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>Yes. Since March of 2017, Heil has been partnered with DLL Financial Solutions to offer value-added retail financing and leasing programs. With over 35 years of proven vendor finance experience, DLL provides flexible finance solutions to customers around the globe. They are a reliable name and fully support all Heil US and Canadian dealers. DLL does offer flexible tax-exempt equipment financing solutions as well as Tax-exempt Municipal Lease Purchase options for State and local governments, public school districts and public colleges and universities.</p> <p>In addition to this, Heil has a good working relationship with the team at National Cooperative Leasing and are very willing to work with them also.</p>
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>All orders for Heil products will be handled by each Member's local Heil Dealer, except for those sales territories where products are sold direct via our internal sales team. For those orders, the Member will work directly with the Heil Regional Manager for the territory who will handle the entire order process. From time to time the situation may arise where we can authorize another entity working in conjunction with our Heil dealer to offer the member a proposal using our contract. An example of this might be where a license is needed to sell a chassis in a certain location, but our Heil dealer is selling a turn key solution to the Sourcewell member. In this example, the purchase order might be issued to an entity not listed as a Heil dealer, but the Heil dealer is initiating the proposal to the Sourcewell member and providing the member with a simple, single purchase order solution.</p> <p>The Heil website (<a href="http://www.heil.com">www.heil.com</a>) can be accessed 24 hours per day, seven days per week. The site offers an interactive listing of authorized Heil dealers Members can use to find their local Sourcewell dealer/representative, who they will call directly to answer questions or to place an order.</p> <p>The Heil representative responsible for the territory of a Sourcewell member will work directly with them to identify the member's equipment needs. Once all equipment requirements have been determined, the representative will accept a PO directly from the Sourcewell member, complete all necessary paperwork, and place the member's order with Heil.</p>
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	With all orders for Heil products being handled by the local Heil Dealer, payments are made directly to the respective dealer. Due to expense associated with fees related to a capital expense of this size, P-Card payments are not feasible. We believe this better serves the Sourcewell members in keeping costs lower.

## Pricing and Delivery

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

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-cat materials (if applicable)) in the document upload section of your resp	<p>Heil maintains individual MSRP Price Lists for each of our equipment product offerings and would use a "Percentage Discount from Catalog" model for pricing our products under this contract. For the 12,000 plus available parts offered, the pricing is also a "Percentage Discount" model. We have included copies of our MSRP equipment (See Appendix D) and parts pricing (See Appendix E for Heil Parts Pricing, Appendix F for Bayne Parts Pricing and Appendix G for Curotto Can Parts Pricing). Within the MSRP Price Guide, the Sourcewell member will find each product offered at various body sizes along with multiple options available to the member to meet their specific requirement. Due to the many options that are offered on both body and chassis and the electronic interactions that occur between the two units, we feel it prudent to involve our Dealer Representatives that are trained to know what will work together and what will not. Once the member has met with and defined a body and chassis specification that they desire, the Heil Dealer will provide them a quote that would contain the itemized list of the body with options and a total price. If the member wanted to verify that the quote was compliant to the contract, they would be able to compare the two documents to ensure they are not paying more than the 4% off MSRP.</p>

55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	If awarded a contract, we would offer Sourcewell Members a discount of 4% off MSRP for all products and services which would represent the ceiling price a member would pay to a Heil Dealer although the exception to this would be the chassis. See Appendix A for Chassis Specs and Pricing. Note, this discount does not apply to equipment rentals through those various entities. The rental pricing submitted has already taken this discount.
56	Describe any quantity or volume discounts or rebate programs that you offer.	Although Heil does not offer volume rebate programs, since our pricing is a ceiling-based approach for the Sourcewell member, a specific opportunity consisting of a high volume of units would certainly be reviewed.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	In general, we do not source goods outside of our published price guides, so we are able to use the benefit of the Heil Dealer network to handle these nonstandard options that are requested by the members. The Sourcewell member will specify what product or service that is not included in our published price guides and we then review those items to ensure they have provided a line item quote to the member for each request. Similarly, the situation may arise where the member has a chassis specification that our turnkey solutions do not completely satisfy. In these situations, we will request a copy of the chassis specification desired and compare it to our standard specifications. We would consider these differences to be nonstandard options and would make sure that the difference in price would not exceed 10% of the total value of a turnkey package solution.  Also, these non-standard options could include fuel delivery systems. For example, the installation of a LNG (Liquid Natural Gas) engine could be quoted by the Heil dealer, and as a non-standard option, the pricing should not exceed the 10% of the turnkey package threshold per option. It is feasible that a combination of expensive options such as a LNG fuel system and body scales could exceed the 10% sourced good threshold combined, but not individually.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Total Cost of Acquisition costs are included in the pricing we have submitted with this Proposal. Freight or shipping charges would be identified by line item as such on the quotation to the member from the associated Heil dealer as well as any member requested additions.
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Due to varying customer locations and shipping preferences, freight is an additional cost not included in the price guide submitted in Appendix D. Freight/delivery is included in the final pricing for every Sourcewell order. The current cost for Heil arranged shipping to the local Heil dealer, including Canada, is detailed in the "Heil Drive Away Price List" attachment submitted in Appendix H.  For destinations not falling within the continental United States, the units will be delivered to the port of exit via a Heil or customer arranged delivery service and shipped via barge or ocean-going vessel to the destination.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipments to Member Agencies in Alaska and Hawaii would be handled by the local Heil Dealer who is well-versed in economically coordinating these types of shipments. Shipping requirements vary by type of product, product dimensions, and weight. For example, a refuse collection vehicle can be driven to the port of export, then shipped via container to its port of destination, and then driven to the local dealer who would perform the necessary inspections and facilitate delivery to the customer. For all product orders shipping to Alaska or Hawaii, all costs for shipping would be calculated and quoted to the customer at time of order. Shipments to our Canadian Heil Dealers are included in the Heil Drive Away Price list in Appendix H. Returns are treated the same for Hawaii and Alaska as for the other 48 states.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Heil's Network comprising 34, well trained, entrepreneurial Dealers at 60 locations around the U.S. and Canada, set Heil apart in size, personnel, experience and customer focus. This network coupled with Heil's product innovation pipeline and factory support makes the Heil brand, sales and customer service channels unique to the refuse collection vehicle market.

## Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Option C best describes the pricing that is offered in our proposal. Heil does not hold any other cooperative purchasing contracts, nor do we have a GSA account. Our product offerings are sold through our Heil Dealer network to the individual Sourcewell members. This proposal sets a ceiling price and therefore allows the dealer to work individually with the member to get them the best price possible.

## Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Heil's self-audit process for all Sourcewell transactions will begin as soon as an order is submitted. Orders will be reviewed immediately by multiple departments to ensure all necessary documents are submitted, and complete. Prior to submitting quarterly fees to Sourcewell, the final invoice to each Sourcewell member will be reviewed to make certain the Sourcewell fee amount is in alignment with the final invoice to the Sourcewell member. In addition to Heil's Customer Care team retaining all documents submitted with the original order, Heil will retain a copy of the final customer invoice, other applicable documents and reports.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Heil proposes an administrative fee payable to Sourcewell of 1% of the purchase price on all products, including chassis.

## Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The internal metrics that we currently utilize to measure success are related to total units sold on the contract versus a goal. We set our goal each year based on our company annual operating plan, then we measure throughout the year to be sure we are staying on target or looking for ways to address areas where we are exceeding or missing our goal. We also track the number of units sold off the contract that are turnkey solutions versus non-turnkey solutions.
66	If your proposal does not include the chassis as a turnkey solution, propose, in detail, the process you or your dealer will follow to assist the Sourcewell member to acquire the chassis.	Heil does offer a full turnkey solution, but as noted in Question 57 regarding "sourced" products, the situation may arise where the member has a chassis specification that our turnkey solutions do not completely satisfy. In these situations, we will request a copy of the chassis specification desired and compare it to our standard specifications. We would consider these differences to be nonstandard options and would make sure that the difference in price would not exceed 10% of the total value of a turnkey package solution. Similarly, chassis OEMs generally make model changes in the middle of the year and some customers prefer the newer models. We would follow the same process of comparing the chassis specifications for the current year model versus the newest model and ensure that the difference in price would not exceed 10% of the total value of a turnkey package solution.

67	<p>Explain key designs or processes your company takes to provide and promote safe operation of your equipment.</p>	<p>For many years, the Heil company has been an active participant in the development and maintenance of the ANSI Z245.1 – Mobile Equipment safety standard which governs our industry. The chairman of this committee is a Heil Director of Engineering, and ESG is a voting corporate member of the main ANSI council with many representatives across multiple ANSI standard subcommittees. All Heil designs are compliant with ANSI 245.1, and each design change is evaluated against this standard by way of our disciplined and documented engineering change process. However, ANSI is not the only standard with which Heil ensures compliance. The company is diligent to comply with all relevant standards that cover our products. This includes: FMVSS, SAE, ISO, and NFPA52 just to name a few. Safety is our first priority and is daily topic in our daily work and conversations, followed by quality and on-time delivery. Heil also has a long-standing and extensive training program to help our customers and their end-user customers understand the required safety and maintenance practices. This is supported by way of factory training, on-site training, and on-line video resources. Heil adheres to a high standard of business ethics and is a socially responsible company committed to the safe design, manufacture, operation and service of its innovative products.</p>
68	<p>Explain how your equipment in this category reduces down-time for the purchasing entity.</p>	<p><b>Front Loaders</b></p> <ul style="list-style-type: none"> <li>• Streetwise Hydraulics, the Heil® exclusive "clean front head," relocates the hydraulic body valve from the front head to under the side of the refuse body. This design reduces the influence of exhaust heat on the hydraulic components, as well as improving access to the valve bodies. This improves safety and reliability while reducing downtime.</li> <li>• The Cortex controller with Insight Display - the brain of our system - is a rugged mobile controller that delivers intelligence and precision. Utilizing a mobile controller and placing it in a protected location gives us the intelligence we need and the durability our customers demand.</li> <li>• The Heil® Half/Pack® front-load garbage truck with Odyssey™ hydraulic controls has interlocking cross-members and long-members that form a rock solid foundation for the body, delivering unmatched durability and longevity. This allows for more uptime, longer equipment life, and a higher resale value. A load-sensing piston pump controls hydraulic flow, intelligently delivering proper oil amounts as required. This increases efficiency, reduces fuel consumption, decreases hydraulic system temperatures, and contributes to low Total Cost of Ownership.</li> <li>• Equipped with an Insight Display, an in-cab display that provides real-time feedback, as well as optimal operator control. The operator can look to one place for all of the information needed on the body of the truck. Also, the Insight display offers maintenance personnel advanced troubleshooting features. This not only makes the operator more efficient but also reduces downtime and maintenance.</li> <li>• Heil® continues to set the standard for front loader refuse trucks with the evolution of innovative new features that enhance functionality. Our patented Shur-Lock™ tailgate locks, double-walled and lapped hopper sides, and an industry-leading interlaced ladder subfloor foundation mean that your Half/Pack® front loader is built for a long, reliable lifespan.</li> <li>• Zinc Plated tubes – The use of zinc plated tubes eliminates corrosion, therefore reducing hydraulic leaks and prevents the need to replace components over the life of the truck. This reduces maintenance and downtime costs.</li> <li>• Hydraulic Tube Covers – Protects the tubes and hoses on the arms from damage</li> <li>• Illuminated Push Button Controls – Fully sealed and potted, easy to read and understand push button controls for body and lighting functions reduce down time by increasing reliability</li> </ul> <p><b>Rear Loaders</b></p> <ul style="list-style-type: none"> <li>• The patented dual-track packing system is the heart of the PowerTrak® design. Other rear load garbage trucks move shoes or rollers along a single track during sweep and pack cycles. This requires the top cylinder to operate at a sharp angle of resistance, causing intense friction that robs power and speed and increases wear on shoes and tracks. The PowerTrak® Commercial's' revolutionary dual-track system gives the top cylinder its own track, significantly reducing the angle of resistance. This reduces friction and increases cycle times because more pressure is exerted directly onto the load, giving you incredibly long life from the aluminum/bronze alloy slide shoes.</li> <li>• The DuraPack® 5000 features the Heil® DP body, the only fully welded, interlaced subframe in a refuse collection truck. With formed channels for extra strength, high tensile strength steel to maximize performance at a minimum weight, and full welding for superior resistance to corrosion and cracking, the DuraPack® 5000 is a sturdy rear loader with the stamina to absorb years of tough refuse hauling. In addition, the Cortex controllers with Insight Display – has been integrated into the electric system to reduce downtime. By utilizing this mobile controller and placing it in protected locations, the unit becomes more reliable and with more consistent interfaces with chassis electrical systems becomes easier to diagnose and keep on route.</li> </ul> <p><b>Side Loaders</b></p> <ul style="list-style-type: none"> <li>• The Python® side load arm features cushioned cylinders for action that's smooth, saving wear and tear on the lift arm and the chassis.</li> <li>• The Heil® Operate-in-Gear-at-Idle System comes standard on the DuraPack® Python®. It is designed to reduce wear on the lift assembly, chassis, engine, and transmission.</li> </ul>

- The DuraPack® Rapid Rail® automated sideloader also features Cortex with Insight Display. The "brain" of our system is a rugged mobile controller that provides the intelligence and precise control of our unit demands. Utilizing a mobile controller and placing it in a protected location gives us the intelligence we need and the durability our customers require. This allows for less downtime and ease of service.

- The Heil® Liberty™ Automated Sideloader integrates our time-tested Continuous Pack body with the patented technology of the Python arm. The Continuous Pack body has been a customer favorite for more than 35 years. Our patented paddle packer design continuously sweeps the hopper, so there's no need to stop and pack the load. And, because there's no packer panel to slide into the body, the need for shoes, guide tracks, guide rails, and internal body parts is eliminated

#### Multi-Compartment Vehicles

- The DuraPack 4060 split-body rear loader utilizes a 40/60 two-compartment split body. Also, the DuraPack® 4060 features independent hydraulic systems enabling the pressure to be adjusted for each compartment based on the type of waste being collected

#### CNG Capabilities

- CNrG™ offers a lower profile, enabling CNG-equipped front load and side load garbage trucks to make height-sensitive routes previously closed to them. And its smart design makes it road-ready from day one and reduces the need for maintenance and the associated costs. The fully integrated CNrG™ lifts as a regular tailgate and simplifies maintenance and fueling infrastructure. The CNrG™ tailgate structure received rigorous stress analysis and testing, simulating 15 years of operation.

#### Organics

- The PT 1000® can be equipped with optional features which include: an extended hopper sill, a hopper drain with shut-off valve, extended tailgate seal, body access door seal, an extended body front head plate, and sumps. The one-piece body sidewall is easier to wash and maintain, resists rust and corrosion, and is competitively priced for adding organics collection to your fleet.

- RAPIDRAIL®. Heil is now adding an Automated Organics Collection Side Load garbage truck to our unit portfolio. Rapid Rail has been specifically designed to meet the needs of organic waste collection. The Rapid Rail is equipped to be the optimal Automated Side Loader to collect organics in both the Residential and Commercial Market. The liquid-tight tailgate seal, floor mounted sealed bearing packer design, and now with optional reduced packer sweep functionality of the packer paddle make the Rapid Rail the high lift capacity, low compaction automated solution for organics collection. Available only in a dumping model to ensure optimal payload removal of the "solid organics" with an optional 3" hopper drain valve that will allow for liquid removal at specified locations.

#### Parts Central

- Heil® Certified OEM Parts are the most reliable replacement parts for Heil® refuse trucks. These parts are made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the vehicles. This means they fit perfectly every time. Heil® uses only the highest-quality materials for parts that last. Parts Central also offers the most requested aftermarket parts for Heil and other makes of garbage truck bodies. Our aftermarket parts are designed and manufactured to strict standards and are backed by more than 100 years of industry experience. High-volume parts that are frequently requested are available for immediate, same-day delivery through your local Authorized Heil® Dealer. Orders for in-stock parts placed with Parts Central before 5 p.m. ET will be shipped overnight.

#### Bayne Thinline Premium Lift Systems

- Bayne's actuated lifters for mobile refuse applications feature the patented Thinline® rack and pinion rotary actuator for superior lifting capacity and outstanding reliability. These lifters, also known as cart tippers, are specifically designed to improve the efficiency of your refuse collection operation and minimize your fleet downtime.

#### Third Eye

- 3rd Eye has developed the industry leading back up truck camera systems designed to withstand shock and vibrations up to 10G, repel water intrusion, salt and handle extreme temperatures.

#### Dealer Network Advantage

- Our Heil Dealer Network comprises 60 locations to service customers. In addition to these dealer technicians, Heil also has 8 Field Service Technicians that are also available to service members if the need requires it. Support for our customers is a priority and we make it as

		<p>easy as possible through our dealer locator on the Heil website, easy to access email for Heil Tech Support as well as the Heil Tech Support phone number. By utilizing the local Heil dealer network, we are able to have technicians in the vicinity of the member arrive on site quicker and further reduce the downtime. In the event that the asset must be brought into the dealership, the various locations throughout the country reduce the amount of miles that are needed to be towed to an authorized Heil dealer.</p>
69	<p>Describe how the equipment you propose simplifies the operation for end-users.</p>	<p>One example is our patented Odyssey™ hydraulic control technology delivers waste industry-lea the links below of some of our customers explaining how our products simplify their operations:                  Environmental: viewable at <a href="https://vimeo.com/318776652">https://vimeo.com/318776652</a></p> <p>E.L Harvey: viewable at <a href="https://vimeo.com/292412920">https://vimeo.com/292412920</a></p> <p>JJ's Waste and Recycling: viewable at <a href="https://vimeo.com/315331275">https://vimeo.com/315331275</a></p> <p>Another example is our DuraPack® Python® automated side loader. The DuraPack® Python® automated side load garbage truck combines two proven products in one high-performance package — the DuraPack® refuse body, which is famous for its toughness and productivity, and the patented Python® automated arm, which is faster, smoother, and longer lasting than any other.</p> <p>The DuraPack® Python® arm has an 8-second lift cycle. That can save you up to 4 seconds per stop — and up to 1 hour per day — delivering a fiscal savings of more than \$15,000 per trash truck every year! You don't have to wait for the hopper to catch up with a load, either, because the Python® follower panel enables continuous dumping. Twin packing cylinders deliver outstanding payloads, so you can collect more homes with fewer trips to the disposal site.</p> <p>The Python® side load arm features cushioned cylinders for action that's smooth, saving wear and tear on the lift arm and the chassis. The Python® unique lift geometry also prevents spillage and enables the arm to return refuse carts with the lids closed every time.</p> <p>The Heil® Operate-in-Gear-at-Idle System comes standard on the DuraPack® Python®. It is designed to reduce wear on the lift assembly, chassis, engine, and transmission.</p> <p>Concerning our rearloading trucks, with over 20,000 built and nearly 30 years of reliability, the Heil® DuraPack® 5000 high-compaction rear load garbage truck has become the mainstay of refuse collection fleets. From small independent haulers to the world's largest municipal fleet, you simply can't find a better rear load body.</p> <p>Engineered to last. The DuraPack® 5000 features the Heil® DP body, the only fully welded, interlaced subframe in a refuse collection truck. With formed channels for extra strength, high tensile strength steel to maximize performance at a minimum weight, and full welding for superior resistance to corrosion and cracking, the DuraPack® 5000 is a sturdy rear loader with the stamina to absorb years of tough refuse hauling. Now with the inclusion of the cortex controllers and insight display with integrated controls, the operator has more control and information at their fingertips.</p> <p>Heil's new Semi-Autonomous optional control package allows for single button operation that will reduce operator inputs by 82% when dumping FEL containers. It also greatly reduces driver training time in some cases by 35% while increasing on route productivity of most drivers by up to 30%.</p>
70	<p>Provide examples from your product offering that are unique in the industry.</p>	<ul style="list-style-type: none"> <li>• The PowerTrak® Commercial PLUS high-compaction tag axle rear loader enables you to maximize productivity by carrying the largest legal refuse loads — up to 1,200 pounds per cubic yard! The Heil® patented design mounts the tag axle to the chassis frame rail, making it more structurally sound than refuse collection trucks with the tag axle integrated into the tailgate.</li> <li>• The MultiPack® is ideal for waste routes with "unlimited-at-the-curb" contracts. It's also the perfect unit for those ugly "surprises" that unexpectedly end up next to a customer's trash cart on collection day. Plus, while other garbage truck body manufacturers may offer multi-function trucks, only the Heil® MultiPack® is "totally functional" in both modes of operation because it can pick up a completely manual or automated route.</li> <li>• 3rd Eye Enhance Vehicle Behavioral Analytics (VBA™) encompasses the entire suite of camera, monitor, video, data, radar, and ELD solutions. This comprehensive package is offered ala carte to allow fleet owners to choose the systems that make sense for their current application with the built in upgrade path if and when it's needed. 3rd Eye puts fleet owners in the driver's seat with proven applications that help them to make better decisions to deliver the lowest total cost of ownership. 3rd Eye provides engineered body-system-sensor systems that provide real-time status and feedback for both chassis and body-related functions. Fleet owners know critical operational metrics, such as fuel consumption, operational temperatures and pressures — as well as when hydraulics are being utilized and the position of hydraulically operated body systems. This allows fleet owners to know when fuel is being used to move the vehicle vs. when the vehicle is using fuel to perform a body function [like compacting a load of garbage or lifting a man bucket]. Geo sensors allow fleet owners to know when assets are operating on road vs. off road. For the first time, fleet owners have the ability to request tax rebates for the Heavy Highway Use Tax, for fuel used during non-use fuel consumption.</li> <li>• Heil's new Semi-Autonomous optional control package allows for single button operation that will reduce operator inputs by 82% when dumping FEL containers. It also greatly reduces driver training time in some cases by 35% while increasing on route productivity of most drivers by up to 30%.</li> </ul>



71	If an hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	While Heil is not a chassis manufacturer, we have proven that we have product offerings that can be utilized on fully electric chassis. This year (2019), Mack Trucks unveiled its Mack@ LR battery electric vehicle (BEV) at Waste Expo with a Heil DURAPACK@ 5000 Rear Loader. Please click the link below for more information: <a href="https://www.macktrucks.com/mack-news/2019/mack-trucks-unveils-fully-electric-mack-lr-refuse-demonstration-model/">https://www.macktrucks.com/mack-news/2019/mack-trucks-unveils-fully-electric-mack-lr-refuse-demonstration-model/</a>
72	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	<ul style="list-style-type: none"> <li>• The Heil Co. ("Heil") was founded in 1901 and has been an industry leader and design innovator for decades in the solid waste industry. Heil product designs comply with all safety standards and regulations applicable to our industry, and we actively innovated to improve the protection of our entire value chain, from suppliers to our customers, their customers, and the at-large population that is proximate to our machines every single day. Heil has the widest product line in the industry, including front loaders, side loaders, and rear loaders with a variety of sizes and configurations to match a multitude of on-the-street collection applications. As just one example, the Heil Odyssey Automated Front Loader allows operators to keep their eyes facing forward because the work is in front of them – in the same direction the truck is moving. This design includes features like smooth coordinated lift cycles, multiple patents like the gravity latch used to ensure the arm lift arm is secure during a dump cycle, and a combination of safety interlocks that prevent unsafe movement. Furthermore, Heil is leading the way into the future of automation by enhancing designs with smart sensors and features which relieve some of the in-cab motion stress that operators feel on a daily basis. It may be as simple as an ergonomic arm rest and multi-function joystick, or as complex as motion control design iterations that result in the lowest cab shake possible. Through a rigorous Voice of Customer program, Heil makes active outreach efforts to listens to its customers and innovates to continuously improve the safety and ergonomics of our equipment.</li> <li>• The 3rd Eye family of Integrated Collision Avoidance Radar Systems offer cutting-edge solutions to protect both your drivers, your assets, and those in close proximity to your vehicle. 3rd Eye Vehicle Radar Systems assist drivers by notifying them of other vehicles as well as obstacles they may not see. Vehicles operating 3rd Eye radar systems routinely report fewer accidents and near misses and, combined with 3rd Eye camera systems – provide an added level of safety and protection that adds peace of mind – as well as providing documentary evidence to protect companies from false claims of property damage or injury. 3rd Eye collision avoidance radar systems utilize your existing 3rd Eye Mobile camera cables for easy installation.</li> </ul>

### Exceptions to Terms, Conditions, or Specifications Form

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

### Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Appendix B - 2018 Dover Annual Report.pdf - Thursday September 05, 2019 10:23:51
- [Marketing Plan/Samples](#) - Appendix - Marketing samples.zip - Friday September 06, 2019 14:21:37
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Pricing](#) - Appendix - Price lists.zip - Monday September 09, 2019 10:55:49
- [Additional Document](#) - Chassis Specifications.zip - Friday September 06, 2019 14:24:44





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# Quotation

Page 2

**Date:** 07/08/2022

**Quotation Number:** 26091870

**Contract Number:** SMALL GOVT ELA US

Item Qty Material#

Unit Price

Extended Price

### Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
  - Credit Card
  - Purchase Order
  - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
  - Fax: 909-307-3083
  - Email: [service@esri.com](mailto:service@esri.com)

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.



Esri Inc  
380 New York Street  
Redlands CA 92373

## **Subject: Renewal Quotation**

**Date:** 07/08/2022  
**To:** Barry Willingham  
**Organization:** County of Cullman  
Appraisal Dept  
**Fax #:** 256-739-8171 **Phone #:** 256-775-4862  
**From:** Samantha Ramirez  
**Fax #:** 909-307-3083 **Phone #:** + 19097932853 Ext. 2889  
**Email:** samantharamirez@esri.com

Number of pages transmitted  
(including this cover sheet): 4

Quotation #26091870  
Document Date: 07/08/2022

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level  
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit  
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: + 190979328532889  
Fax #: 909-307-3083

# Quotation

**Date:** 07/08/2022

**Quotation Number:** 26091870

**Contract Number:** SMALL GOVT ELA US

**Send Purchase Orders To:**

Environmental Systems Research Institute, Inc.  
380 New York Street  
Redlands, CA 92373-8100  
Attn: Samantha Ramirez

**Please include the following remittance address on your Purchase Order:**

Environmental Systems Research Institute, Inc.  
P.O. Box 741076  
Los Angeles, CA 90074-1076

County of Cullman  
Appraisal Dept  
PO Box 220  
Cullman AL 35056-0220  
**Attn:** Barry Willingham

**Customer Number:** 315805

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
------	-----	-----------	------------	----------------

Per the terms and conditions in your Esri Enterprise License Agreement, your organization is required to provide an annual usage report. This report should detail all deployments made under this agreement for your previous term, and should be provided to Esri as an Excel spreadsheet.

The annual usage report must include actual license counts by product, licensee, and location.

Please return your report via email to [ea\\_usage\\_reports@esri.com](mailto:ea_usage_reports@esri.com).

Thank you in advance for your prompt attention to this matter.

10	1	168179	55,000.00	55,000.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
Start Date: 10/01/2022				
End Date: 09/30/2023				

<b>Item Subtotal</b>	55,000.00
<b>Estimated Tax</b>	0.00
<b>Total</b>	<b>USD 55,000.00</b>

**DUNS/CEC: 06-313-4175 CAGE: 0AMS3**

**Quotation is valid for 90 days from document date.**

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**Issued By:** Samantha Ramirez

**Ext:** 2889

[RAMIREZSA]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: + 190979328532889  
Fax #: 909-307-3083

# Quotation

Page 3

<b>Date:</b> 07/08/2022	<b>Quotation No:</b> 26091870	<b>Customer No:</b> 315805	<b>Contract No:</b> SMALL GOVT ELA US
Item	Qty	Material#	Unit Price      Extended Price

US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to [service@esri.com](mailto:service@esri.com)

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD \_\_\_\_\_ plus sales tax, if applicable.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Jeff Clemmons  
Signature of Authorized Representative

10/18/22  
Date

Jeff "Clem" Clemmons  
Name (Please Print)

10/18/22  
Title

Cullman County Commission  
Cullman, Alabama

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

5 Date: 10/12/22

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 #: 1381  
770

Property Decal #: N/A

Serial # or VIN: 1FTRF17W3XV606433

Tag #: 32212-10

Description: 1994 F150

Reason for disposal: no longer needed

Department: Sanitation

Department Head Signature: [Signature]

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: ML Date: 10/12/22

Cullman County Commission  
Cullman, Alabama

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

Date: 10-12-22

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 #: 2599  
117

Property Decal #: \_\_\_\_\_

Serial # or VIN: 1KCEC14W622185199 Tag # 3751560

Description: 2002 Chevrolet 1500

Reason for disposal: no longer needed

Department: Road

Department Head Signature: [Signature]

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: ML Date: 10/12/22



Cullman County Commission  
Cullman, Alabama

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

5 Date: 10-12-22

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 #: 1724  
9016

Property Decal #: 1345

Serial # or VIN: 1D4HB38N34F158739

Tag #: 40842 60

Description: 2004 DUCATI

Reason for disposal: NO LONGER NEEDED

Department: ROAD

Department Head Signature: [Signature]

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: ML Date: 10/12/22

# Cullman County Commission

Cullman, Alabama

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

3 Date: 10-12-22

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 #: 1994  
218

Property Decal #: 1543

Serial # or VIN: 1FDWV36R48EB85258 Tag # 5897210

Description: 2008 - F-350

Reason for disposal: Engine issues

Department: Recd

Department Head Signature: [Signature]

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: ML Date: 10/12/22

Cullman County Commission  
Cullman, Alabama

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

Date: 10-12-22

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: 2495 \_\_\_\_\_

Asset #: SF-1 (Safety) Property Decal #: 1592

Serial # or VIN: 1FMPU165X8L A76676 Tag # 49142-14

Description: 2008 Ford Expedition

Reason for disposal: Beyond Repair

Department: Safety

Department Head Signature: [Signature]

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: ML Date: 10/12/22

Cullman County Commission  
Cullman, Alabama

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

Date: 10-12-22

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 #: 101 2520 Property Decal #: \_\_\_\_\_

Serial # or VIN: 1FTRF12W76NB27305 Tag # 4971210

Description: 2006 Ford 150

Reason for disposal: NO longer needed

Department: County Courthouse

Department Head Signature: [Signature]

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: ML Date: 10/12/22

Cullman County Commission  
Cullman, Alabama

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

Date: 10/17/22

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus:  Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction  Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: 3059

Property Decal #: 1859

Serial # or VIN: 1FTBF2B60GEB17224

Tag # 4572660

Description: 2016 Ford F-250

Reason for disposal: no longer needed

Department: Road (east)

Department Head Signature: 

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_



Cullman County Garage

Asset Profile

119 [2016 FORD F250 4WD 6.2 137 IN W.B.]

Entity Name: Cullman County Garage

Serial #: 1FTBF2B60GEB17224

Group Tree: \ROAD

Manufacturer: FORD

2016

Category: VEHICLES

Model: F-250

Type: FORD TRUCK

Vendor:

Budget: 234 RD

Customer:

Status: ACTIVE

Purchase Date: 10/26/2015

Purchase Cost: \$0.00

DIVISION::

DRIVER::

TAG#:

Asset # 3059  
Decal # 1859  
Eastside Road  
Tag # 45726CO

Cullman County Commission  
Cullman, Alabama

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

Date: October 17, 2022

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus:  \_\_\_\_\_ Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction  Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: 1886

Property Decal #: 1464

Serial # or VIN: 1GCDT196568217124

Tag # 4381100

Description: 2006 Chevy Colorado

Reason for disposal: no longer needed

Department: Sanitation

Department Head Signature: [Signature]

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_



Asset Profile

344 [2006 CHEVY COLORADO]

Entity Name: Cullman County Garage

Serial #: 1GCDT196568217124

Group Tree: IROAD

Manufacturer: CHEVY

2006

Category: VEHICLES

Model: COLORADO 3.5

Type: CHEVY TRUCK

Vendor:

Budget: 234 RD

Customer:

Status: ACTIVE

Purchase Date: 12/8/2011

Purchase Cost: \$0.00

DIVISON::

DRIVER::

TAG#:

Sanitation Vehicle

Asset # 1886

Decal # 1464

(Loaned to Co. Garage 3/13/12)

Tag# 43811CO



Cullman County Commission  
Cullman, Alabama

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

Date: 10/17/22

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: ✓ Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction ✓ Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: 2620

Property Decal #: 1643


Serial # or VIN: 3GCPKPEA3BG213218

Tag # 5117800

Description: 2011 Chevy Truck

Reason for disposal: no longer needed

Department: Road (West)

Department Head Signature: 

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_



Cullman County Garage

Asset Profile

224 [2011 CHEVY SILVERADO 4X4]

Entity Name: Cullman County Garage  
Group Tree: \ROAD  
Category: VEHICLES  
Type: CHEVY TRUCK  
Budget: 234 RD  
Status: ACTIVE

Serial #: 3GCPKPEA3BG213218  
Manufacturer: CHEVY  
Model: 4.8 ENG  
Vendor:  
Customer:  
Purchase Date: 1/27/2011  
Purchase Cost: \$0.00

2011

DIVISON::

DRIVER::

TAG#:

Note

Note Type	Note	Modified By	Note Date
GENERAL	THIS IS THE SAME VEHICLE AS W-27	GARAGE	8/15/2014
GENERAL	VEHICLE TRANSFERRED FROM WATER DPT. (W-5) TO ROAD DPT. 9-25-2017	Sandra Hyde	9/25/2017

Never was  
Water's vehicle - Road  
Purchased Vehicle 11/27/11

Asset # 2620

Decal # 1643

Westside Road

Tag # 51178CD

Cullman County Commission  
Cullman, Alabama

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

Date: 10/17/22

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus:  Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction  Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: 1131

Property Decal #: 846


Serial # or VIN: 1GCEK14VX4Z221222

Tag # 33277C0

Description: 2000 Chevy Truck

Reason for disposal: no longer needed

Department: Road (west)

Department Head Signature: 

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_



Asset Profile

116 [2000 CHEVY 1500 TRUCK]		
Entity Name: Cullman County Garage	Serial #: 1GCEK14VXYZ221222	<i>2000 Model</i>
Group Tree: \ROAD	Manufacturer: CHEVY	
Category: VEHICLES	Model: 4.8 ENG 4 WDR	
Type: CHEVY TRUCK	Vendor:	
Budget: 234 RD	Customer:	
Status: ACTIVE	Purchase Date: 6/2/2005	
	Purchase Cost: \$0.00	

DIVISON:: 45

DRIVER::

TAG#: 10/11/06

*Westside Road*

*Asset # 1131*

*Decal # 846*

*Tag # 33277CD*

**Cullman County Commission**  
Cullman, Alabama

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

Date: 10/17/22

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: ✓ Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction ✓ Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: 1527 Property Decal #: 1196

Serial # or VIN: 2FTRX18W23CA45004 Tag # 3900200

Description: 2003 Ford - F-150 XLT 4x4

Reason for disposal: no longer needed

Department: Road (west)

Department Head Signature: 

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_



Cullman County Garage

Asset Profile

708 [2003 FORD EXT CAB 4X4]

23

Entity Name: Cullman County Garage

Serial #: 2FTRX18W34CA45004

Group Tree: \ROAD

Manufacturer: FORD

Category: VEHICLES

Model: F-150 XLT 4X4 4.6

Type: FORD TRUCK

Vendor:

Budget: 234 RD

Customer:

Status: ACTIVE

Purchase Date: 2/8/2011

Purchase Cost: \$0.00

2003

DIVISON::

DRIVER::

TAG#:

Westside Road

Asset # 1527

Decal # 1196

Tag # 3900200

**INVITATION TO BIDDERS**

The Cullman County Commission will be receiving bids until 2:00, Thursday, October 13, 2022 in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for motor oil, hydraulic oil, transmission fluid and grease as indicated on the attached sheet. At this time sealed bids will be publicly opened and read aloud. Due to warranty requirements and certain brands of oil currently in use the maintenance cost to change to a different brand of oil will require the Commission to reject any bid proposing an alternative where bid specifications indicate a specific brand.

Bid will be awarded in total or part to the lowest responsible bidder that meets bid specifications. A three (3) percent preference will be given to any responsible bidder(s) who meets bid specifications, and are located within the boundaries of Cullman County.

The Cullman County Commission is aware that wholesale costs of petroleum products can fluctuate significantly during the bid period. Consequently, the price for such products on each order may be adjusted up or down by the same amount that the suppliers cost has increased or decreased, at the time of delivery **The successful bidder must inform the County of the percentage over their wholesale cost that the bid is based on at the time of bid. The successful bidder must inform the County of any price changes and provide the necessary documentation for any price changes prior to delivery.**

**Bidder must be able to deliver products within three days of order, and bidder must be able to provide an invoice at the time of delivery.**

**Vendor must have the ability to pump bulk oil bulk oil into bulk tanks.**

**Percentage over wholesale price 12% to be added to bid.**

**Bid must include all delivery and fuel surcharges.**

If mutually agreeable between both parties, Cullman County may extend the bid period in one-year increments up to 3 years

The Cullman County Commission reserves the right to reject any/or all bids and to waive any formalities in the bidding.

If you have any questions regarding this bid please contact Joey Smith at the Cullman County Garage, 256-739-8128.

**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.**

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.H. Thomas Oil Co., Inc.

Company

(205) <sup>office</sup> 755-2610 / (205) <sup>fax</sup> 755-0201

Phone/Fax

P.O. Box 890

Mailing Address

Clanton, AL  
35046

Dave Picou

Representative

Dave Picou  
Sales Engineer



W. H. Thomas Oil Co., Inc.

ITEM	DESCRIPTION	UNIT	PRICE EA. \$	EST. TOTAL USAGE	TOTAL \$
0W20	API CLASS, SN/SM, SL/IL, SAC, PA-5	1-QT	6.38	X 100	638.00
		55 GL DRUM	944.90	X 5	4724.50
SAE 5W30	API CLASS, SN/SM, SL/IL, SAC, PA-5	1-QT	3.92	X 100	392.00
		1-GL	11.76	X 100	1176.00
		55 GL DRUM	724.35	X 10	7243.50
DRIVE TRAIN OIL	10 WT MUST MEET CAT SPECS TO-4	5 GL	90.35	X 30	2710.50
SAE 15W40 DELO	DELO OIL REQUIRED	1-QT	4.91	X 200	982.00
		1-GL	19.64	X 200	3928.00
		55 GL DRUM	839.85	X 5	4199.25
		BULK PER GL	14.77	X 500	7385.00
TRANSMISSION FLUID	DEXRON VI	1-QT	5.83	X 100	583.00
	DEXRON/MERCON	1-QT	4.07	X 50	203.50
	MERCON V	1-QT	5.68	X 50	284.00
	MERCON SP	1-QT	9.35	X 50	467.50
	TRANSYND TES 668 CERTIFIED	1-GL	54.50	X 20	1090.00
HYDRAULIC FLUID	ISO 32 TRACTOR HYD	5 GL	50.50	X 100	5050.00
	PREMIUM HYD FLUID COMPARE TO HY-GRD	5 GL	78.85	X 50	3942.50
	RANDO HD 32	5 GL	80.90	X 20	1618.00
		BULK PER GL	13.68	X 500	6840.00
GREASE	MULTI PURPOSE LITHIUM	TUBE	3.10	X 150	465.00
		120 LB DRUM	365.40	X 15	5481.00
GEAR OIL	80W90	1-QT	5.08	X 50	254.00
		5 GL	89.00	X 5	445.00
	80W140	1-QT	5.08	X 50	254.00
		5 GL	89.00	X 5	445.00

Total \$60801.25

Cullman County Commission - Bid No. 1316  
 Motor Oil, Hydraulic Oil, Transmission Fluid, and Grease  
 W. H. Thomas Oil Co., Inc. - Decatur, AL  
 Pricing as 10-13-2022

ITEM	DESCRIPTION	UNIT	PRICE EA., \$	EST. TOTAL USAGE	TOTAL, \$
0W20	API Class, SN/SM, SL/IL, SAC, PA-5	1-Qt. bottle 55-Gal drum	6.38 944.90	100 5	638.00 4724.50
SAE 5W30	API Class, SN/SM, SL/IL, SAC, PA-5	1-Qt. bottle 1-Gal jug 55-Gal drum	3.92 11.76 724.35	100 100 10	392.00 1176.00 7243.50
Drive Train Oil	SAE 10W CAT TO-4	5-Gal pail	90.35	30	2710.50
SAE 15W40 DELO	Delo Oil Required	1-Qt. bottle 1-Gal. jug 55-Gal drum Bulk, per gal	4.91 19.64 839.85 14.77	200 200 5 500	982.00 3928.00 4199.25 7385.00
Transmission Fluid	Dexron VI Dexron/Mercon Mercon V Mercon SP Transynd TES 668 certified	1-Qt. bottle 1-Qt. bottle 1-Qt. bottle 1-Qt. bottle 1-Gal. jug	5.83 4.07 5.68 9.35 54.50	100 50 50 50 20	583.00 203.50 284.00 467.50 1090.00
Hydraulic Fluid	ISO 32 Tractor Hydraulic Premium Hydraulic Fluid, compared to Hy-Gard	5-Gal pail 5-Gal pail	50.50 78.85	100 50	5050.00 3942.50
Grease	Rando HD 32 Multi-Purpose Lithium	5-Gal pail Bulk, per gal Tube 120 lb. keg	80.90 13.68 3.10 365.40	20 500 150 15	1618.00 6840.00 465.00 5481.00
Gear Oil	80W90 85W140	1-Qt. bottle 5-Gal pail 1-Qt. bottle 5-Gal pail	5.08 89.00 5.08 89.00	50 5 50 5	254.00 445.00 254.00 445.00
				<b>TOTAL:</b>	<b>60801.25</b>

**INVITATION TO BIDDERS**

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The Cullman County Commission is aware that wholesale costs of petroleum products can fluctuate significantly during the bid period. Consequently, the price for such products on each order may be adjusted up or down by the same amount that the suppliers cost has increased or decreased, at the time of delivery **The successful bidder must inform the County of the percentage over their wholesale cost that the bid is based on at the time of bid. The successful bidder must inform the County of any price changes and provide the necessary documentation for any price changes prior to delivery.**

**Bidder must be able to deliver products within three days of order, and bidder must be able to provide an invoice at the time of delivery.**

**Vendor must have the ability to pump bulk oil bulk oil into bulk tanks.**

**Percentage over wholesale price 16.7% to be added to bid.**

**Bid must include all delivery and fuel surcharges.**

If mutually agreeable between both parties, Cullman County may extend the bid period in one-year increments up to 3 years

The Cullman County Commission reserves the right to reject any/or all bids and to waive any formalities in the bidding.

If you have any questions regarding this bid please contact Joey Smith at the Cullman County Garage, 256-739-8128.

**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.**

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

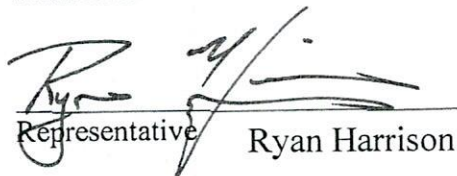
(ACT 2011-535. AS AMENDED BY ACT 2012-491)

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

The McPherson Companies, Inc.  
Company

888.802.7500 / 205.308.3028  
Phone/Fax

5051 Cardinal Street  
Mailing Address

  
Representative Ryan Harrison

Trussville, AL 35173

ITEM	DESCRIPTION	UNIT	PRICE EA.	EST. TOTAL USAGE	TOTAL
0W20	API CLASS, SN/SM, SL/IL, SAC, PA-5	1-QT	\$4.28 /QT	X 100 Proteck Elite 0w20	\$427.50
		55 GL DRUM	\$777.43 /Drum	X 5 Proteck Elite 0w20	\$3,887.15
SAE 5W30	API CLASS, SN/SM, SL/IL, SAC, PA-5	1-QT	\$4.28 /QT	X 100 Proteck Elite SB 5w30	\$427.50
		1-GL	\$13.68 /GL	X 100 Proteck Elite SB 5w30	\$1,367.60
		55 GL DRUM	\$838.65 /Drum	X 10 Proteck Elite SB 5w30	\$8,368.46
DRIVE TRAIN OIL	10 WT MUST MEET CAT SPECS TO-4	5 GL	\$69.36 /Pail	X 30 Proteck Trans 10wt	\$2,080.65
SAE 15W40 DELO	DELO OIL REQUIRED	1-QT	\$5.34 /QT	X 200 Delvac Sup 1300 15W40	\$1,068.13
		1-GL	\$15.78 /GL	X 200 Proteck Elite K 15w40	\$3,155.00
		55 GL DRUM	\$706.06 /Drum	X 5 Proteck Elite K 15w40	\$3,530.31
		BULK PER GL	\$12.56 /GL	X 500 Proteck Elite K 15w40	\$6,279.00
TRANSMISSION FLUID	DEXRON VI	1-QT	\$5.90 /QT	X 100 MAG1 Dex-VI ATF	\$590.00
	DEXRON/MERCON	1-QT	\$4.26 /QT	X 50 MAG1 DEX III	\$213.13
	MERCON V	1-QT	\$5.56 /QT	X 50 MAG1 Mercon V ATF	\$278.13
	MERCON SP	1-QT	\$9.89 /QT	X 50 Motorcraft Mercon SP	\$494.48
	TRANSYND TES 668 CERTIFIED	1-GL **DRUM ONLY**	\$44.36 /GL	X20 Delvac 1 ATF 668 55GA	\$887.20
HYDRAULIC FLUID	ISO 32 TRACTOR HYD	5 GL	\$65.94 /Pail	X 100 Proteck UTF J20C	\$6,594.00
	PREMIUM HYD FLUID COMPARE TO HY-GRD	5 GL	\$65.94 /Pail	X 50 Proteck UTF J20C	\$3,297.00
	RANDO HD 32	5 GL	\$60.90 /Pail	X 20 Proteck HYD AW32	\$1,218.00
		BULK PER GL	\$10.43 /GL	X 500 Proteck HYD AW32	\$5,215.00
GREASE	MULTI PURPOSE LITHIUM	TUBE	\$4.41 /Tube	X 150 Proteck Tacky Red	\$661.17
		120 LB DRUM	\$493.50 /Keg	X 15 Proteck Tacky Red	\$7,402.50
GEAR OIL	80W90	1-QT	\$5.76 /QT	X 50 MAG1 80w90 (6x1cs)	\$287.81
		5 GL	\$81.05 /Pail	X 5 Proteck Super HD 80w90	\$405.24
	80W140	1-QT	\$7.04 /QT	X 50 MAG1 85w140 (6x1cs)	\$351.88
		5 GL	\$85.28 /Pail	X 5 Proteck Super HD 85w140	\$426.38

**INVITATION TO BIDDERS**

The Cullman County Commission will be receiving bids until 2:00 p.m., Wednesday, October 12, 2022, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for emulsified asphalt for the Cullman County Road Dept. and various municipalities in Cullman County. At this time sealed bids will be publicly opened and read aloud. The County Commission reserves the right to reject any/or all bids and to waive any formality in the bidding.

This bid will a cooperative bid between the Cullman County Commission and the following municipalities located within Cullman County. Town of Good Hope, Town of Colony, Town of Garden City, Town of Dodge City, Town of Holly Pond, Town of Baileyton, Town of Fairview, Town of West Point, City of Hanceville, Cullman County Commission on Education, City of Cullman, and the Town of Berlin. Each participating governmental entity will be responsible for issuing its own purchase orders, deliver instructions, invoicing, insurance requirements, and issue its own tax exemption certificates as required by vendors.

ITEMS	DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID PRICE PER GALLON	EXTENDED PRICE	
A.	Emulsified Asphalt	Rapid Set, Grade CHF RS-2P	Gal.	50,000 Gal.	NO BID	NO BID
B.	Emulsified Asphalt	Rapid Set, Grade CRS2	Gal.	500,000 Gal.	\$2.30	\$1,150,000
C.	Emulsified Asphalt	Rapid Set, Grade CRS-2P	Gal.	200,000 Gal.	\$2.60	\$520,000
		<b>Total Bid (Based on Estimated Quantities)</b>				\$1,670,000

FOB various job sites in Cullman County, as needed for a period of one (1) year beginning with the date of award. Bid may be extended up to three (3) years in one (1) year increments if mutually agreeable by the Cullman County Commission and the successful bidder. Estimated quantities shown are for bid purposes only and do not reflect actual quantities to be ordered.

This material shall conform to requirements of Section 804 & 401 Bituminous Surface Treatment, ALDOT Standard Specifications for Highway Construction, Current edition. **This material must be compatible with the stone that Cullman County uses.**

Prices of materials on contracts developed from this inquiry will also be adjusted, plus or minus, based on the ALDOT "Asphalt Index" as shown in ALDOT's "2008 Standard Specifications for Highway Construction" Section 109.03(e). This index may be found on the internet at [www.dot.state.us](http://www.dot.state.us) under Construction Bureau. Price adjustment will be made in the following manner. It is agreed that a ton of Liquid Asphalt, for purpose of price adjustments to the contract shall equal 235 gallons (8.51 lbs. per gallon). The "Index" effective for month and year at the time of contract award shall establish a base index to which price adjustment plus or minus will be made.

Invoices for asphalt adjustment payments are to be submitted after delivery of the original amount of tonnage stated on purchase orders and then after delivery of each subsequent modification. The price adjustment will be computed for payment and adjustment payment made based on these particular months "Index" delivery was made provided the "Index" had changed by at least 5% plus or minus for the Base Index. The actual amount of adjustment payment increases or decreases will be determined by multiplying the increase or decrease of the months "Index" from the Base Index, by the amount in gallons of Liquid Asphalt shown on the invoice(s).

Cullman County will make every effort to expedite unloading of material at job site. It is understood that some shipments will unload quicker than the successful bidder has figured in his bid price, some slower. Also, periodically the asphalt delivery tanker will not be on time resulting in substantial down time for our paving crew. All things being equal we are of the opinion this will all balance. Subsequently, all material purchased under this bid shall be delivered to Cullman County with no "Demurrage Charges" attached.

Submittal of bid signifies the company indicated below agrees to the above statements.

Bid will be awarded to the lowest "Total Bid" received from a responsible bidder. Any questions regarding this bid should be directed to County Engineer Bryan Cheatwood at (256) 796-1336.


Ergon Asphalt & Emulsions

205-436-3413 / 205-436-3404

Company

Phone/Fax

7890 Birmingham Road



Mailing Address

Representative

Trae Strain, Area Sales Manager

Mulga, AL 35118

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

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

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

1. Quoted prices are tied to the October 2022 ALDOT Index and will adjust monthly with any changes in Index.
2. Federal Environmental Fee: \$0.0015/gal.
3. Pump Charge: \$85 - if needed.
4. Drop Tanker: \$500/mo (30 days); \$125/wk thereafter.



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*P. O. Box 388 • 4215 River Road  
Cordova, Alabama 35550  
(205) 483-9262 • (205) 251-0033  
Fax (205) 483-7065*

Wednesday, October 5, 2022

Cullman County Commission  
500 Second Ave., S.W.  
Room 105  
Cullman, AL 35055

Re: **Invitation To Bid, BID NO. 1415**

To whom it may concern,

Vulcan Asphalt would like to respectfully decline bidding for BID NO. 1415, at this time. We ask that you keep us in mind for future bidding opportunities.

Thank you and if you need additional assistance, please feel free to give us a call.

Sincerely,

A handwritten signature in black ink that reads "Josh Lee".

Josh Lee  
General Manager  
jlee@urc.com  
O:205-483-9262  
C:256-960-1280  
Vulcan Asphalt