

RESOLUTION NO. 22-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, by the between the City of Huntsville and SBLB, LLC., for zero emissions bus and related infrastructure transit plan, which is similar to certain document attached hereto and identified as “Agreement between the City of Huntsville and SBLB, LLC.”, consisting of thirty-nine (39) pages and the date of October 13, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, a copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer, of the City of Huntsville, Alabama.

ADOPTED this the 13th day of October, 2022.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 13th day of October, 2022.

Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
)
COUNTY OF MADISON)

SBLB shall: 1. Recommend the zero-emission transit bus technology (including infrastructure components and charging/fueling) that best fits the City of Huntsville's

operating and funding environment; 2. Provide an incremental (step by step) plan for actions and tasks along with a timeline for deploying the recommended zero-emission buses and infrastructure; 3. Review Huntsville Transit's Phase II facility plan and recommend changes to the plan to accommodate an incremental deployment of zero-emission buses and related infrastructure; 4. Provide a financial plan that corresponds to the step by step plan and timeline requested in 2. above; and 5. Assist City of Huntsville staff in identifying funding sources and writing grant proposals and applications.

2.0 Contract Amount and Payment Schedule.

The total contract amount, Sixty-Eight Thousand Sixty Hundred Fifty and No/100 Dollars (\$68,650.00), and payment schedule is set forth in SBLB's revised price proposal dated July 29, 2022 and attached hereto and incorporated by reference as "**Exhibit B.**" The City will pay progress payments after completion of Task 1, Task 5, and total project completion upon acceptance by the City.

3.0 General Terms and Conditions.

3.1 Notices.

All notices shall be: (a) in writing, (b) deemed served on the date on which they are actually received, and (c) served by (i) personal delivery, or (ii) United States First Class Certified or Registered Mail, Return Receipt Requested, properly addressed with postage prepaid or (iii) a nationally recognized overnight courier/delivery service (i.e. Federal Express, United Parcel Service, etc.) or (iv) electronic transmission ("E-mail") or telephonic facsimile transmission ("Fax") in conjunction with one of the other methods of delivery set forth in subparagraphs (i), (ii) or (iii), each addressed as follows:

SBLB, LLC
Attn: Kirk Scott
(704) 804-9554
kscott5606@gmail.com

City of Huntsville
Attention: John Autry
500B Church Street
Huntsville, Alabama 35801
(256) 427-6826
john.autry@huntsvilleal.gov

3.2 Work Outside Scope of Project.

No work outside the scope of work in the Agreement shall be authorized other than by mutually agreeable and properly authorized written change order.

4.0 Subcontract.

SBLB may not associate/hire/contract with any subcontractor/independent contractor/consultant to fulfill the requirements of this Agreement without obtaining the prior written approval of the City's Project Manager. SBLB shall be solely responsible for any and all payments/wages/earnings due any such independent contractor for work performed thereby in furtherance of this Agreement. SBLB shall be legally responsible for any and all actions of any subcontractor/independent contractor/consultant. Consent by the City to any subcontract shall not constitute approval of the acceptability of any subcontract price or of any amount paid under any subcontract, nor relieve SBLB of any responsibility for performing this contract. The City's Project Manager shall have final approval of any proposed subcontractor.

5.0 Confidential Information.

Each party hereto (each, a "Recipient") shall protect and keep confidential all non-public information disclosed to Recipient by the other party (each, a "Discloser") and identified as confidential by Discloser ("Confidential Information") and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. These obligations of confidentiality shall not apply to information that: (1) was previously known to Recipient; (ii) is or becomes publicly available through no fault of Recipient; (iii) is disclosed to Recipient by a third party having no obligation of confidentiality to Discloser relating to such Confidential Information; (iv) is independently configured by Recipient; or (v) is required to be disclosed as a matter of law.

6.0 Termination.

The contract may be terminated in accordance with Section 14 (Termination Provisions) of Appendix E of the RFP.

7.0 Non-exclusiveness of Remedies.

Any right or remedy on behalf of the City or SBLB provided for in any of these specifications, including but not limited to any guaranty or warranty or any remedy for nonperformance, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.

8.0 Injuries to SBLB.

SBLB is obligated to obtain sufficient liability insurance coverage (as well as worker's compensation coverage, if required by law) for the benefit of SBLB and its agents and/or employees. SBLB waives any and all rights to recovery from the City for any injuries that SBLB (and/or its agents and/or employees) may sustain while performing services under this Agreement.

9.0 Insurance and Indemnity.

SBLB shall meet the insurance and bond requirements set forth in Appendix D of the RFP.

10.0 General Provisions.

10.1 Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to Alabama conflict of laws provisions. Proper venue for any action to enforce the terms of this Agreement shall be in the state or federal courts of Madison County, Alabama.

10.2 Force Majeure.

Should any delays to delivery emanating from Force Majeure events (non-exhaustive examples of this event: earthquake, flood, any other natural disaster, pandemic, civil disturbance, strikes, labor disputes, fires, explosions, government-imposed restrictions, war and other hostilities or embargo), SBLB shall be excused from said delay and liability.

10.3 Headings.

The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of the Agreement.

10.4 Agreement Deemed to Have Been Jointly Drafted.

The parties acknowledge that they have thoroughly reviewed this Agreement and bargained over its terms. Accordingly, neither party shall be considered responsible for the preparation of this Agreement which shall be deemed to have been prepared jointly by both parties. The provisions of the Agreement allocate the risks between the parties. The terms and conditions included herein reflect the allocation of risk, and each provision herein is a part of the bargained for consideration of this Agreement.

10.5 Waiver.

The failure of the City to insist in one or more instances upon the performance of any term of this Agreement is not a waiver of its right to future performance of such terms unless such waiver is in writing and signed by a duly authorized officer of the City.

10.6 All Amendments in Writing.

No provisions in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement.

10.7 Third Parties.

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

10.8 Non-Discrimination Policy.

In consideration of this agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this agreement, no matter how remote.

10.9 No Assignment.

Neither party shall assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the other party.

10.10 Entire Agreement.

The parties have read this Agreement, including all Exhibits, and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject matter hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party. In the event any separate Statements of Work are subsequently executed by the parties and are in conflict with the provisions of this Agreement, then the provisions of this Agreement shall prevail over any such conflicting provisions. Any pre-printed terms and conditions of SBLB's and City's business forms shall be without legal effect with respect to this Agreement or any subsequent Statements of Work.

10.11 Order of Precedence of Contract Documents.

In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control, and SBLB is deemed to have based its estimate of performing the work upon the order of precedence as set forth below. Interpretations shall be based upon the following order of precedence: 1) this Agreement; 2) City of Huntsville Request for Proposals No. 76-2022-87-2; and 3) SBLB's response

to Request for Proposals No. 76-2022-87-2, titled Zero Emissions Bus and Related Infrastructure Transition Plan Proposal, dated June 28, 2022.

11.0. Federal Transit Administration, Special Provisions Terms and Conditions.

11.1. Additional Notice to U. S. DOT Inspector General.

The Contractor agrees to promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Contractor is located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility also applies to subcontractors at any tier.

11.2. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

- A. The Contractor and Sub-Contractors are prohibited from obligating or expending Federal Transit Administration funds under this contract to:
- I. Procure or obtain;
 - II. Extend or renew a contract to procure or obtain; or
 - III. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - IV. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - V. Telecommunications or video surveillance services provided by such entities or using such equipment. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the

Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- VI. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

CERTIFICATION:

The Contractor, _____,
certifies that all the above referenced federal requirements will be
complied with as stated herein, as applicable. FAILURE TO
CERTIFY IS TO DISQUALIFY THE ACCOMPANYING BID
PROPOSAL.

Legal Name of Firm

Signature of Bidder

Print or Type Name of Bidder

Date

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers or representatives, have each executed this Agreement, effective as of the date first above written.

ATTEST

CITY OF HUNTSVILLE, ALABAMA

Kenneth Benion
City Clerk-Treasurer

By: _____
Tommy Battle, Mayor

SBLB, LLC

By: _____
Kirk Scott, Project Manager

SBLB COST PROPOSAL - RFP 76-2022-87-2**\$68,650****Estimated Project Hours**

	Scott	Babbitt	Lett	Fischer
Recommend Zero Emissions Bus Technology for Huntsville	32	24	24	24
Action Plan for Deploying Zero Emissions Buses/Infrastructure	20	12	12	12
Phase II Facility Plan review	16	16	16	16
Prepare Financial Plan	16	32	12	16
Assist with finding funding sources, writing grant applications	16	24	12	12
Final Report Preparation	40	20	20	20
Total	140	128	96	100
Rate Per Hour	\$ 135	\$ 135	\$ 135	\$ 135
Estimate Project Hours Cost	\$ 18,900	\$ 17,280	\$ 12,960	\$ 13,500

Estimated Travel Cost

	Scott	Babbitt	Lett	Fischer
Trips	3	2	2	2
Air	\$1,200	\$800	\$800	\$800
Hotel	\$450	\$300	\$300	\$300
Car	\$200	\$200	\$100	\$200
Meals	\$120	\$80	\$80	\$80
Total Travel Expenses	\$1,970	\$1,380	\$1,280	\$1,380
Total Per Person	\$20,870	\$18,660	\$14,240	\$14,880



HUNTSVILLE

Tommy Battle
Mayor

City of Huntsville, Alabama

Finance Department
Procurement Services Division

Request For Proposals

Zero Emissions Bus & Related Infrastructure Transition Plan

Request for Proposal #:	76-2022-87-2
Issue Date:	June 3, 2022
Bid Bond Requirements:	No, a bid bond is not required
Certificate of Insurance Requirements:	Yes, a certificate of insurance is required
Pre-Proposal Teleconference Date and Time:	N/A
Pre-Proposal Conference Date:	N/A
Deadline for Questions Date:	June 23, 2022
RFP Closing Date:	June 30, 2022 @ 2:00:00 PM
Post-Closing Proposer Teleconference Date:	N/A
Post-Closing Proposer Presentation/Demonstration Date:	N/A
Procurement Services Contact:	Carrie Power Carrie.power@huntsvilleal.gov (256) 564-8060 (256) 427-5059 fax
City Internet Site:	https://www.bidnetdirect.com/alabama/cityofhuntsville
RFP E-Documents:	N/A
Proposal Copies to be Submitted	1 Original, 2 Copies
City File Reference:	Zero Emissions Bus & Related Infrastructure Transition Plan 2022

TABLE OF CONTENTS

SECTION 1.0	INTRODUCTION
SECTION 2.0	GENERAL TERMS & CONDITIONS
SECTION 3.0	PROPOSAL INSTRUCTIONS
APPENDIX A:	SCOPE OF WORK & RELATED INFORMATION
APPENDIX B:	EVALUATION CRITERIA
APPENDIX C:	PROPOSAL PREPARATION CHECKLIST
APPENDIX D:	BONDS & INSURANCE REQUIREMENTS
APPENDIX E:	SPECIAL TERMS & CONDITIONS
APPENDIX F:	DETAILED REQUIREMENTS CHECKLIST
APPENDIX G:	PROPOSAL PRICING FORM
APPENDIX H:	PROPOSER INFORMATION & ACKNOWLEDGEMENTS
APPENDIX I	MAILING LABELS
APPENDIX J:	REPORT OF OWNERSHIP FORM
APPENDIX K:	DETAILED PROPOSER INFORMATION

SECTION 1. INTRODUCTION

The City hereby gives notice it is requesting sealed proposals for the goods and/or services described in Appendix A of this RFP. The City intends to award a contract to the successful Proposer(s) who the City determines will best meet the City's objectives as described herein.

The major objectives of this RFP are as follows:

- Describe the goods and/or services desired by the City.
- Describe the Proposal and City contract terms and conditions.
- Provide Proposers with instructions for responding to this RFP.

1.1 DEFINITIONS

In addition to other terms that may be defined herein, certain terms and abbreviations are defined as follows:

"City"	City of Huntsville, Alabama
"Contract"	The agreement between the City and the Proposer chosen by the City pursuant to this RFP, which shall include this RFP and the Proposal.
"Contractor"	The party with whom the City will execute the Contract.
"Proposal"	The response to this RFP submitted by a Proposer.
"Proposer"	A person or entity submitting a response to this RFP.
"RFP"	This Request for Proposal, all addenda, and appendices.
"RFP E-Documents"	The documents referenced by this name on the cover of this RFP.

1.2 CONTACT INFORMATION

All questions regarding this RFP must be directed in writing to the contact provided on the cover of this RFP.

1.3 SCHEDULE

The sequence of events related to this RFP are as follows:

- Pre-Proposal Conference:** A Pre-Proposal Teleconference or Conference, as the City deems necessary, will be held at the date and time specified on the cover of this RFP, at which time City representatives will discuss the requirements of the RFP and answer any questions regarding the RFP. The City will issue a notification by addenda of the Teleconference call-in number and password on the day of the conference. Any Conferences will be held in the City Council Chambers located on the 1st floor of the Municipal Administration Building, 308 Fountain Circle, Huntsville, Alabama.
- Deadline for Questions:** All questions must be received in writing not later than the deadline for questions date and time noted on the cover of this RFP.
- RFP Closing Date:** Proposals are due no later than 2:00:00 PM City time on the proposal closing date noted on the cover of this RFP.
- Proposer Teleconference/Presentation/Demonstration:** To possibly be held as described herein on the date and time noted on the cover of this RFP.
- Proposal Selection:** Within ninety (90) days of proposal closing date, unless extended by the City.
- Proposal Negotiation:** To be announced.
- Contract Award:** Successful Proposer(s) will be notified of the date the award will be submitted to the City Council for approval. The City will notify Proposer(s) about the need to execute contract documents and provide other required documents as required.
- Award Notification:** City will provide final notification of award and/or notification to proceed when all City requirements have been met.

SECTION 2. GENERAL TERMS & CONDITIONS

It is the intent of the City, through this RFP to establish to the greatest extent possible complete clarity regarding the obligations of all parties to be incorporated in the Contract. Before submitting a proposal, Proposer should become familiar with all requirements of this RFP and the conditions and requirements under which the Contract obligations must be fulfilled.

2.1 INTERPRETATIONS

The City will not be responsible for the Proposer's misunderstanding of the scope of work or any terms and conditions of the Contract. The City will not be responsible for oral interpretations of this RFP. Proposer's questions and/or comments concerning lack of clarity, defects and questionable or objectionable material in the RFP must be submitted in writing to and received by the contact provided on the cover of this RFP not later than the deadline for questions date noted on the cover of this RFP. Questions shall specify the Section(s), paragraph(s), and page number(s) to which the question refers.

2.2 ADDENDA

The City may issue addenda to this RFP to provide additional information or clarifications. The City of Huntsville will not be responsible for a Proposer's failure to acquire any addenda issued. The City will issue notifications of addenda issued via the City's Internet Site, and Proposer's who have downloaded this RFP will be notified of any addenda by email. It is the Proposer's responsibility, however, to periodically check the City's Internet Site for addenda issued. All Proposers will be responsible for downloading any addenda at <https://www.bidnetdirect.com/alabama/cityofhuntsville>.

Proposer shall acknowledge receipt of all addenda in the space provided on the Proposal Pricing Form (Appendix G). Failure to acknowledge receipt of addenda shall not relieve Proposer of full responsibility for all requirements contained in addenda.

2.3 PRE-PROPOSAL CONFERENCES & QUESTIONS

A Pre-Proposal Conference may be scheduled to review and answer any pertinent questions concerning the proposal and the specifications. Any questions or requests for clarification must be addressed at a Pre-Proposal Conference, if scheduled, or submitted in writing not later than the deadline for questions noted on the cover of this RFP.

2.4 PRICE REDUCTIONS

If at any time after the date of the contract award, the Proposer makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period or until the price is further reduced. Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, an occasional sale at a lower price or sale of distressed merchandise would not be considered a general price reduction.

2.5 BID BOND

An original Bid Bond is required as specified in Appendix D unless it is waived on the cover of this RFP. Any proposal submitted without an original Bid Bond, when required, will not be considered. Such Bid Bond shall be an original document in the form of a firm commitment, such as Bid Bond, postal money order, certified check, cashier's check, or irrevocable letter of credit. A company check is not an acceptable Bid Bond. Bid Bonds shall be retained by the City until such time as a contract is executed; a purchase order is issued, or in some cases, materials and/or equipment is received, if a Performance Bond is not required.

2.6 LOCAL PREFERENCE

In accordance with Alabama State Law, the City may choose to utilize a local preference for items of personal property only. In the event a Proposal is received for an item of personal property from a Proposer deemed to be a responsible Proposer, having a place of business within the Huntsville City limits and the Proposer's price is no more than three percent (3%) greater than the price of the lowest responsible Proposer located outside the City limits, the City may award the Contract to the local responsible proposer. The local preference is not applicable if the procurement in question is funded with a federal grant.

2.7 PROPOSAL AWARDS

The City reserves the right to accept or reject any or all items covered in the request, or any portion(s) thereof, waive formalities, re-advertise and/or take such other steps decreed necessary and in the best interest of the City. The City reserves the right to make an award in whole or part to one or more proposers whenever deemed necessary and in the best interest of the City.

The award will be made to the responsive and responsible proposer providing the best value to the City, based on the City's sole discretion in making this determination. This determination may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable. In the event only one proposer responds to a request for proposal, the City may reject the proposal and negotiate the purchase or contract, providing the negotiated price is lower than the proposal price.

Written notification of award will be mailed the successful proposer upon approval of the Huntsville City Council. All other proposers will also be notified by mail and Bid Bonds, if applicable, will be returned at that time. Orders will be placed by issuance of a purchase order against the contract which serves as the contractor's authorization. Delivery instructions will be noted on the purchase order as well as billing instructions.

2.8 INVOICING THE CITY

Invoices submitted pursuant to this RFP must include:

- a. Name and remittance address of Proposer.
- b. Invoice date.
- c. Invoice number.
- d. RFP number.
- e. City purchase order number.
- f. Contact information of the person to be notified in event of a discrepancy in the invoice.

2.9 PAYMENT TERMS

The City will render payment to the successful Proposer(s) by check on a net 30-day basis after receipt of an invoice that has been submitted as required in this RFP, unless the City authorizes alternative terms in the Contract.

2.10 NON-APPROPRIATION

As required by State of Alabama law, the City assumes no legal liability to purchase items or services under any contract until funds are appropriated for that particular fiscal year.

2.11 SPECIFICATIONS

The specifications are provided to potential proposers as guidelines that describe the type and quality of commodity or service the City is seeking to procure. The proposer must indicate compliance or list exceptions to each specification item for consideration. Failure to comply with this provision could be cause for rejection of the proposal.

The name of a certain brand, make, manufacturer, or definite specification is to denote the quality standard of the article desired but does not restrict the proposer to the specified brand, make, manufacturer, or specification names. It is set forth to convey the general style, type, character, and quality of the article desired by the City. Proposer shall incur all cost involved in obtaining an Independent Laboratory Test if the City deems necessary.

It will be assumed that all proposals are based upon the specifications unless the proposer stipulates to the contrary in the Proposal, in which case, the Proposer shall point out in detail any and all deviations from the specifications. Proposers having items that do not meet the specifications may offer the same on an optional basis. Minor exceptions from the specifications may be considered if they do not alter the performance for the intended purpose. The City reserves the right to request a demonstration of any and all items proposed before making the award.

All items proposed will be inspected by a representative of the City upon delivery to ascertain compliance with the specifications. Items not in compliance with the specifications will be rejected until proper remedial measures are taken to assure compliance.

2.12 NEW EQUIPMENT

All manufactured commodities shall be new, latest model unless otherwise stipulated. The proposer shall guarantee that commodities submitted for their proposal shall be new, and of the latest and most improved model of the current production and shall be of first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Equipment shall not have been operated for any purpose other than routine operational testing. Demonstrators will not be accepted unless specifically requested.

2.13 WARRANTY

The Proposer shall assume full responsibility for warranty of all components of the equipment. A statement shall be attached with the Proposal setting out the conditions of the warranty. The manufacturer's standard warranty shall be furnished.

2.14 CONTRACT TERM

In accordance with the Alabama Competitive Bid Law, as amended, the City may enter into multi-year leases, purchase, and lease-purchase contracts for the acquisition of goods, supplies, materials and all other types of personal property, real property and services for a period not to exceed three years with the following provisions:

- a. Contracts shall terminate without further obligation on the part of the City except as set forth in the contract as permitted by this Act at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed as provided in this section;
- b. Contracts may provide for automatic renewal unless positive action is taken by the City to terminate such contract, and the nature of such action shall be determined by the City and specified in the contract.

2.15 CONTRACT ASSIGNMENT AND SUBLETTING

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation without the previous written consent of the city. If the contractor desires to assign his or her right to payment of the contract, the contractor shall notify the city immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the contractor of his or her obligations or change the terms of the contract.

2.16 INSURANCE REQUIREMENTS

Contractor must maintain insurance as described in Appendix D, which shall be incorporated into the Contract, for which proof of insurance shall be required.

2.17 HOLD HARMLESS

The successful proposer agrees to defend, indemnify, and hold the City harmless from any and all causes of action or claims of damages arising out of or related to proposer's performance.

2.18 ORDER OF PRECEDENCE

Any expressed terms or conditions made in this RFP shall supersede any provisions outlined herein the General Terms & Conditions.

2.19 ALABAMA IMMIGRATION LAW

Proposer must agree to comply with Alabama Immigration Law - see Appendix H, Section 3.3; and complete Appendix J.

2.20 EQUAL OPPORTUNITY

The City has an Equal Opportunity Purchasing Policy and encourages utilization of minority and women-owned business enterprises in its procurement activities. The City provides equal opportunities for all businesses and does not discriminate against any Proposer regardless of race, color, creed, sex, national origin, or disability in consideration for an award.

2.21 ADA

The vendor/Proposer/contractor agrees to comply fully with the Americans with Disabilities Act and will indemnify and hold harmless the City from all costs, including but not limited to damages as well as attorney's fees and staff time, in any action or proceeding brought alleging a violation of the American with Disabilities Act.

2.22 RIGHT TO INSPECT

At reasonable times, the City may inspect those areas of the Proposer's place of business that are related to the performance of a contract. If the City makes such an inspection, the Proposer must provide reasonable assistance. The City reserves the right on demand and without notice to inspect all of the Proposer's files associated with a subsequent contract where payments are based on Proposer's record of time, salaries, materials, or actual expenses. This same clause will apply to any subcontractors assigned to the contract; and, subcontractors, at any tier, may be required to provide access to records as provided in 49 U.S.C. § 5325(g), if required by federal regulations that may pertain the Contract.

2.23 ETHICS, COMPLIANCE AND OTHER MATTERS

For purposes of this Section, Proposer includes Proposer's parent company(ies), subsidiary(ies), and affiliate(s). In Appendix H, Section 3.4, Proposer must acknowledge;

- 1) Proposer is fully qualified to provide the requested goods and services to the City.
- 2) Proposer is properly established, licensed and authorized to do business in the State of Alabama and the City, or will be prior to commencement of performance under the Contract. Proposer shall provide evidence of such licenses to the City upon request.
- 3) This Proposal is true, accurate and complete.
- 4) This Proposal is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm, or corporation.
- 5) Proposer has not directly or indirectly induced or solicited any other Proposer to this RFP to submit a false or sham Proposal.
- 6) Proposer has not sought by collusion to obtain for themselves any advantage over any other Proposer to this RFP or over the City.
- 7) Except as disclosed in Proposal, Proposer:
 - i) Has not, in the past three (3) years made contributions to elected City officials or candidates for City offices;
 - ii) Is not subject to pending, contemplated or ongoing administrative or judicial proceedings material to Proposer's business, finances or products including, but not limited to, any litigation, consent orders, debarment or contracts with any local, state or federal regulatory agency issued to Proposer;
 - iii) Has not had an agreement canceled or terminated due, in whole or in part, to the fault of Proposer, or a default or breach of contract on the part of the Proposer (the details of which shall be disclosed in Proposal);
 - iv) Has not had a bond or surety canceled or forfeited (the details of which shall be disclosed in Proposal); and,
 - v) Has not been adjudged bankrupt (Chapter 7) or petitioned the court for relief under the Bankruptcy Code or Act for either business reorganization (Chapter 11) or the Wage Earner's Plan (Chapter 13) (the details of which shall be disclosed in Proposal).
- 8) Neither the Proposer nor any individuals who will fulfill Contract requirements has a possible conflict of interest with the City, except as disclosed in writing in the Proposal; that the City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculations to the objectivity of the goods and services to be provided by Proposer; and that the City's determination regarding any questions of conflict of interest shall be final.
- 9) Proposer is not indebted to the City and will not at any time during the term of the Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Proposer acknowledges that upon any breach or failure to conform to such certification, the City shall have the right to, and may, at the option of the City, withhold payments otherwise due to Proposer, and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame as specified by the City in writing, this will offset any such indebtedness against said payments and/or terminate the Contract for default (in which case Proposer shall be liable for all excess costs and other damages including reasonable attorney's fees resulting from the termination).
- 10) Code of Ala. 1975 §36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code of Ala. 1975 §36-25-11.

2.24 GOVERNING LAW

All contracts entered into as a result of this solicitation shall be governed by and construed in accordance with the substantive laws of the State of Alabama. Federal grants are subject to Federal laws. Federal laws, regulations, and directives may change, and the most recent changes will apply, unless otherwise determined in writing by the Federal Agency. All contractual provisions required by the Department of Transportation, as set forth in FTA Circular 4220.1F, are incorporated by reference, if applicable.

2.25 TERMINATION

The City reserves the right to terminate, without cause, any award made as a result of RFP by providing a thirty (30) day letter of cancellation notification to the successful Proposer. If the funding source is a Federal grant, the Federal Government reserves the right to terminate, without cause, any award made as result of this Proposal.

SECTION 3. PROPOSAL INSTRUCTIONS

Proposers are required to submit the required information in accordance with the instructions in this section. A response that deviates from these instructions may be considered non-responsive and may be rejected at the discretion of the City.

The City intends that this RFP is accurate and complete but recognizes that there may be some details or work requirements not expressly described herein. Therefore, Proposer is required to (1) include in its Proposal all labor, supervision, materials, equipment, and tools of the trade required to meet the City's objectives, and (2) make inquiries of the City during the RFP process about the specific requirements of the City, for which the City may issue clarifications in the form of addenda to this RFP, as described herein.

3.1 SUBMISSION OF PROPOSALS

Complete, sealed proposals must be clearly marked with the RFP# and received by Procurement Services no later than 2:00:00 PM City time on the proposal closing date specified on the cover of this RFP. For the purposes of receiving Proposals, the clock located in the City Council Chambers at 308 Fountain Circle, Huntsville, Alabama 35801, regulated by the National Institute for Standards and Technology (NIST), and shall be the official record of time. The number of copies specified on the RFP cover must be delivered to:

City of Huntsville
Procurement Services
P. O. Box 308 (35804)
308 Fountain Circle (35801)
Huntsville, Alabama

For Proposer's convenience, a mailing label is provided in Appendix I.

3.2 PROPOSAL PREPARATION EXPENSES

Proposers are responsible for all expenses incurred in the development and submission of their proposals and in participating in any negotiations related to this RFP. The City assumes no obligation for any expenses incurred by the Proposer as a result of the issuance of this RFP, the preparation or submission of a proposal, the evaluation of a proposal, or the selection of the successful Proposer(s).

3.3 LATE PROPOSALS

The City will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal response to the City's Procurement Services office by the 2:00:00 PM City time on the proposal closing date specified on the cover of this RFP. Any proposal received after this date and time will not be considered.

3.4 PROPOSAL OPENINGS

All Proposal Openings are open to the public and will be held in the City Council Chambers located on the first floor of the Municipal Administration Building, 308 Fountain Circle, Huntsville, Alabama. The City will notify Proposers of the date and time for such.

3.5 RESPONSIVE PROPOSALS

Each Proposal must be submitted in accordance with the requirements of this RFP. A Proposal that is not completed or submitted as required by the RFP will be rejected as "non-responsive." Proposals may be disqualified and rejected for any of (but not limited to) the following causes:

- a. Failure to use the proposal forms furnished by the City.
- b. Lack of signature by an authorized representative on the proposal form.
- c. Failure to properly complete the proposal form and Proposer compliance.
- d. Evidence of collusion among proposers.
- e. Unauthorized alteration of the proposal form.
- f. Failure to submit a Bid Bond, if required.
- g. For public improvement projects only, failure to note the General Contractor's license number or a note that the bid amount is less than \$50,000.

3.6 RESPONSIBLE PROPOSERS

The City shall take reasonable measures to determine Proposer capability, business integrity, financial resources, and reliability in all respects to perform fully the contract requirements and insure good faith performance prior to contract award and during the term of the contract. If, during the RFP process, a Proposer does not demonstrate its ability to comply with the City's requirements, to the City's satisfaction and at the City's sole determination, based on all information available to the City, the City may determine the Proposer to be "non-responsible" and may reject the Proposal.

3.7 RIGHT TO REJECT PROPOSALS

The City reserves the right to reject any part of any Proposal or to solicit new proposals for the same goods and services that may be the subject of this RFP, as the City may deem necessary and in its best interest. Proposers must comply with all the terms of the RFP and all applicable local, state and federal laws, codes and regulations.

Minor informalities, that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other proposals; that do not change the meaning or scope of the RFP; that are trivial, negligible, or immaterial in nature; that do not reflect a material change in the work; or, that do not constitute a substantial reservation against a requirement or provision, may be waived at the discretion of the City.

3.8 PUBLIC RECORDS NOTICE AND CITY RIGHTS TO INFORMATION

The City is governed by the public records laws of the State of Alabama. All Proposals and information received by or that is available to the City pursuant to this RFP, except copyright material, shall become the property of the City. All such information, as it becomes the property of the City, becomes a public record and is subject to disclosure pursuant to applicable open records laws that provide for reasonable inspection by the public. All proposal information, including detailed pricing information and proprietary technical information, will be held in confidence by the City's Procurement Services Division until a recommendation for contract award has been made to the City Council, after which proposal information will be subject to disclosure as a public record.

At the specific written request of Proposer, the City will make reasonable efforts to protect from public disclosure any information that Proposer (1) segregates from other information and (2) is clearly labeled as "proprietary," "trade secret," "confidential," or "restricted," provided that Proposer also furnishes a brief statement that describes the reasons for the requested nondisclosure.

If proprietary, confidential, trade secret or otherwise restricted information is submitted to the City by Proposer as a result of this RFP or any resulting contract, then Proposer shall hold harmless and indemnify the City, its elected and appointed officials, employees, agents, and representatives against all claims, damages, losses, expenses, and costs, including, but not limited to, any costs related to legal defense, attorney's fees, court costs, damages, or judgments arising from or resulting from any disclosure request or disclosure by the City of such information.

3.9 DELIVERY/COMPLETION SCHEDULE

The delivery or completion schedule must be provided as noted in this RFP. If all items cannot be delivered on the same schedule, please note variances. (See Appendix G: Proposal Pricing Form)

3.10 GENERAL PROPOSAL REQUIREMENTS

Proposals must be prepared in English and be presented on 8 ½ x 11 paper, pages sequentially numbered within each tabbed section described in section 3.2, and single spaced with an easily legible font size. Proposals shall be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Expensive bindings, color display, promotional material, etc., are not necessary. **EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.** All parts, pages, figures, and tables shall be numbered and labeled clearly. Proposal shall be typewritten or in ink; those prepared in pencil will not be accepted. All corrections shall be initialed and dated by the person authorized to sign the Proposal. All signatures on all submitted documents must be signed by officials of the corporation or company duly authorized to bind Proposer.

3.11 PROPOSAL FORMAT

Proposals must be submitted with tabbed indexes separating the sections, organized in the following order:

Tab 1: Transmittal letter.

Tab 2: Proposer Information. Proposer must complete and submit Appendix H and Appendix J.

Tab 3: Qualification and Experience of Proposer. See Appendix K.

Tab 4: Scope of Work. See Appendix K.

If required by Appendix F, Proposer must submit forms documenting its compliance with the City's required/desired performance specifications.

Tab 5: Proposer shall acknowledge receipt of all addenda in the space provided on the Proposal Pricing Form (Appendix G) and submitting in this section (see Section 2.2).

Tab 6: Additional Documentation. If applicable, Proposer shall include screen shots and sample reports from computer software applications that may be part of the proposed goods. This is intended to illustrate how a particular requirement might be met by Proposer, NOT a complete submission of all screens/reports/features.

3.12 PRICE PROPOSAL

Proposer's price for the goods and services purchased by the City pursuant to this RFP shall be specified in the Proposal Pricing Form, Appendix G. All tools of the trade required to meet the Contract requirements must be included in the Proposal price.

The Proposal Pricing Form must be submitted with the original Proposal, in a SEPARATE SEALED ENVELOPE clearly marked "PROPOSAL PRICING FORM". The additional copies of the Proposal requested in Section 3.2 must NOT include any copies of the Proposal Pricing Form. The City will evaluate the other components of the Proposal before opening or revealing the Proposal Pricing Form.

Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes.

The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Proposal.

Prices quoted to the City shall remain firm for a minimum of 90 days from the date of opening of the proposal, unless so stated differently in the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the proposal. Any proposal containing an "Escalator Clause" will not be considered unless so stipulated in this RFP. Discounts will be considered in determining the lowest price, however, any payment term based on less than 30 days may not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

3.13 PROPOSAL SUBMISSION CHECKLIST

Proposers are encouraged to review Appendix C, which provides a checklist of things to consider before a Proposal is submitted to the City. The checklist is for general guidance only and not intended to provide an all-inclusive list of response requirements, which Proposers must determine from this RFP.

APPENDIX A

CITY OF HUNTSVILLE, ALABAMA

SCOPE OF WORK & RELATED INFORMATION

CITY OBJECTIVES

The City of Huntsville, Alabama Department of Parking & Public Transit; otherwise known as “Huntsville Transit” is seeking proposals from qualified firms or individuals to develop a Plan for the deployment of zero-emission buses and related infrastructure. It is desired that the resulting Plan will establish the foundation for Huntsville Transit to apply for future Federal Transit Administration (FTA) grants for zero-emissions vehicles and supporting infrastructure.

About Huntsville Transit

Huntsville Transit’s Operations, Administration, and light maintenance facilities is located at 500 B Church Street NW, Huntsville, AL 35801. This is also the location of the Downtown Bus Transfer Station. Buses and employees are parked in the adjacent parking lot located under the I-565 overpass.

Huntsville Transit currently operates 14 buses on 11 fixed routes throughout the City of Huntsville. Huntsville Transit also operates paratransit service with 20 smaller body on chassis minibuses for individuals certified as eligible in accordance with the ADA. Huntsville Transit also provides Non-ADA demand response service to areas beyond the ADA ¾ mile threshold, but within the City limits of Huntsville.

The existing fleet of fixed route buses consists of 23 thirty-foot ENC Diesel buses. The paratransit fleet consists of 24 Ford Starcraft Cut-A-Ways that operate on gasoline.

Preventive Maintenance, Scheduled Maintenance, and all other fleet maintenance is performed at the City of Huntsville Fleet Services facility located at 2739 Johnson Road SW, Huntsville, AL 35805. Once under contract, the contractor will be provided the most current Fleet Schedule and Replacement Plan.

For more information about Huntsville Transit, please use link below to our webpage.
HuntsvilleALTransit.gov

Other Related Information and Requirements

Construction of New Facilities

Huntsville Transit is currently in the A/E Design Phase for constructing a new downtown bus transfer station approximately ¼ mile north of the existing station. The new larger station will have 14 bus bays to accommodate up to 45-foot buses and will include modern signage and upgraded passenger amenities. This project was funded 80% with an FTA 5339b grant as the first phase of a 2-Phase project.

Phase II of this project is to tear down the existing transfer station and renovate the entire site to include a larger bus inspection bay, fuel station, new bus wash bay, farebox dump and service station, new employee locker and breakroom, new dispatch office, and relocated employee parking. FTA funds for Phase II have not yet been awarded or secured. The selected consultant or consultant team needs to evaluate the Phase II facility plan and recommend changes to that incorporates the plan for zero-emissions bus fueling and infrastructure. (See Objective 3. Below). If after evaluation, the consultant team does not believe sufficient space at the current site is sufficient for the desired infrastructure, the team should identify potential solutions or the square feet and site requirements that would be necessary. Phase II Concept Site Plans will be provided to contractor.

2022 Update to the Huntsville Transit Improvement Plan

Huntsville Transit is currently under contract with the planning firm of Nelson Nygaard to provide an update to the 5-Phase Transit Improvement Plan. The Nelson Nygaard team will be evaluating new 2020 census data, changes in Huntsville over the past 3 years, as well as conducting townhall meetings and surveys across the city to recommend service expansion and improvements over the next 3-5 years. The selected consultant needs to be aware and knowledgeable of these plans; and ensure that recommendations for zero-emissions buses and infrastructure match the operational plans for expansion.

Plan Objectives

1. Recommend the zero-emission transit bus technology (including infrastructure components and charging / fueling) that best fits the City of Huntsville operating and funding environment.
2. Provide an incremental (step by step) plan for actions and tasks along with a timeline for deploying the recommended zero-emission buses and infrastructure.
3. Review Huntsville Transit's Phase II facility plan and recommend changes to the plan to accommodate an incremental deployment of zero-emission buses and related infrastructure.
4. Provide a financial plan that corresponds to the step by step plan and timeline requested in 2. Above.
5. Assist City of Huntsville staff in identifying funding sources and writing grant proposals and applications.

APPENDIX B

CITY OF HUNTSVILLE, ALABAMA

EVALUATION CRITERIA

1. EVALUATION PROCESS

After the proposal closing date, the City will perform an evaluation of each Proposal. During the evaluation, the City may conduct interviews of Proposer, and request Proposer to participate in a mandatory teleconference, or to make presentations to the City and/or demonstrate its products that are the subject of this RFP. Concerning a teleconference, presentation or demonstration, Proposer will be given at least ten (10) days' notice of the date and time for such, and the City may consider a Proposer non-responsive or non-responsible if it does not participate in such to the City's satisfaction. Also, the City may interview and/or visit other customers who have purchased similar goods and services from Proposer.

2. RESPONSIVE PROPOSALS

The City will determine if a Proposal is "responsive" to the requirements of the RFP based on Section 3 and on any other information available to the City and reserves the right to waive minor informalities (Section 2.5).

3. RESPONSIBLE PROPOSALS

The City will determine if Proposer is deemed "responsible" based on Section 3 and on any other information available to the City.

4. AWARD INTENTION

The City intends to award a contract to the responsive, responsible Proposer(s) whose Proposal offers the best value for the City, after selection and negotiation.

5. EVALUATION CRITERIA

Proposers determined to be responsive and responsible will be evaluated based upon, but not limited to the following criteria:

Proposals will be scored by an evaluation committee based on:

- Experience of proposed team members in directly managing the operational activities associated with a start-up or transition to alternate fueled vehicles such as electric buses, CNG, propane, or other low / no vehicles and fueling infrastructure.

25 Points

- Demonstrated Understanding of Project - Narrative description of the current state of the transit industry related to various types / options of electrification methods, manufacturers of buses, and important considerations that transit operators must consider in developing a zero-emissions plan.

25 Points

- Cost Proposal – Provide Hourly Rates and Estimated Effort (in Hours) by Task. Proposer should utilize its own cost proposal form.

40 Points

- Timeline for Plan Development

10 Points

The City reserves the right to enter into negotiations with the successful Proposer(s) with regard to specifications, terms, and cost.

APPENDIX C
CITY OF HUNTSVILLE, ALABAMA
PROPOSAL PREPARATION CHECKLIST

The checklist is for general guidance only and not intended to provide an all-inclusive list of response requirements, which Proposers must determine from this RFP.

Description	Reference	
RFP Schedule	Section 1.3 & Cover	_____
General Terms & Conditions	Section 2	_____
Proposer Responsibilities	Section 2	_____
Bid Bond Requirements	Appendix D	_____
Performance Bond & Insurance Requirements	Appendix D	_____
Business Licensing Requirements	Section 2.23	_____
Alabama Immigration Law	Appendix H & J	_____
Proposal Instructions:	Section 3	_____
Proposer Information Form	Appendix H	_____
Price Proposal Instructions and Form	Section 3.12 & Appendix G	_____
Addenda Acknowledgement	Appendix G	_____
Proposal Submission Requirements	Section 3	_____
Evaluation Criteria	Appendix B	_____
Scope of Work	Appendix A	_____
Special Terms and Conditions	Appendix E	_____

APPENDIX D
CITY OF HUNTSVILLE, ALABAMA
BONDS & INSURANCE REQUIREMENTS

1. BID BOND

An original Bid Bond is required in the amount of five (5) percent of the total price specified in the Proposal Pricing Form (Appendix G) unless another amount is specified or waived on the cover of this RFP. Any bid submitted without an original Bid Bond will not be considered. A company check is not an acceptable bid bond.

2. PERFORMANCE & PAYMENT BOND

A Performance Bond must remain in effect for the entire term of the Contract in the amount of 100% of the annual contract amount. A Payment Bond shall be included with the Performance Bond, or separately provided.

3. INSURANCE REQUIREMENTS

The Contractor shall carry insurance of the following kinds and amounts (exceptions are noted) in addition to any other forms of insurance or bonds required under the terms of the bid specifications. The Contractor shall procure and maintain for the duration of the Contract or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this agreement by the Contractor, his agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after Risk Management approval.

Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

2. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

3. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by an employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. Subrogation shall be waived as respects Workers' Compensation.

4. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

CITY OF HUNTSVILLE, ALABAMA BONDS & INSURANCE REQUIREMENTS

B. LIMITS OF INSURANCE:

1. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$2,000,000 General Aggregate Limit
\$1,000,000 Products - Completed Operations Aggregate
\$1,000,000 Personal & Advertising Injury
\$1,000,000 Each Occurrence

2. Automobile Liability:

\$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

3. Workers' Compensation:

As Required by the State of Alabama Statute. If statutory exemption to this coverage is asserted, an explanation shall be attached to the bidder's Certificate of Liability Insurance.

4. Employers Liability:

\$500,000 Bodily Injury by Accident
\$500,000 Bodily Injury by Disease
\$500,000 Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS:

The City is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the City's best interest. If the insurance requirements are not adjusted by the City prior to the City's release of RFP specifications, then the limits stated herein shall apply.

1. General Liability and Automobile Liability Coverages Only:

a. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, employees, agents, and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

b. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

a. Contractors are responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days' written notice to the City.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

CITY OF HUNTSVILLE, ALABAMA BONDS & INSURANCE REQUIREMENTS

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than B+ V.

E. VERIFICATION OF COVERAGE:

The City shall be indicated as a Certificate Holder and the Contractor shall furnish the City with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before Award Notification is issued by the City. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS WORKING FOR THE CONTRACTOR:

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. Subcontractors working for the Contractor shall be required to carry insurance.

G. HOLD HARMLESS AGREEMENT:

The Contractor, to the fullest extent permitted by law, shall indemnify and hold harmless the City of Huntsville, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (2) is caused by any negligent act or omission of the Contractor, or any of their subcontractors, sub-consultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

APPENDIX E

CITY OF HUNTSVILLE, ALABAMA

SPECIAL TERMS & CONDITIONS

Concerning the RFP of which this Appendix is a part, the following special terms and conditions shall apply:

This contract is partially funded with 49 U.S.C., Chapter 53, Title 23, Section 5307, CFDA 20.507, and/or Section 5339, CFDA 20.526 Federal Transit Grant Funds. The attached Federal Compliance items must be certified. All proposals that do not have the certifications attached will be disqualified.

Of Note, the awarded Contractor is certifying compliance to all *relevant* clauses herein and that all sub-contractors under this contract shall certify all *relevant* clauses herein, if applicable.

- 1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES** - The Federal Government shall not be subject to any obligations or liabilities to any third-party contractor or other participant at any tier of the Project.
- 2. PROGRAM FRAUD AND FALSE STATEMENTS OR CLAIMS** – The Contractor, subrecipients, subcontractors, agree to the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT Regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, and 49 U.S.C. §5323(1), 18 U.S.C. §1001 may apply to a subcontractor at any tier.
- 3. ACCESS TO RECORDS AND REPORTS** –
 - 1) The Contractor will retain and will require its sub-contractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
 - 2) The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. §200.333. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).
 - 3) The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
 - 4) The Contractor agrees to permit FTA and its contractors' access to the sites performance under this contract as reasonably may be required.
- 4. FEDERAL REQUIREMENT CHANGES** – The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between City of Huntsville, AL Huntsville Transit and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. The Contractor shall require subcontractors, at all tiers, to comply with all the applicable federal changes as listed above.
- 5. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein

notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

6. DISADVANTAGED BUSINESS ENTERPRISE – The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

7. CIVIL RIGHTS - The Contractor, subrecipient or subcontractor must comply with the following Federal Laws:

- 1) 1) Nondiscrimination - In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age, and all other applicable regulations as required by FTA.
- 2) Race, Color, Religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.
- 3) Age - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age, and any other requirements that FTA may issue.
- 4) Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

8. ENERGY CONSERVATION – The contractor agrees to comply with 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. Complying with and facilitating compliance with: (1) Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and (2) U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

9. **TRAFFICKING in PERSONS** – The contractor agrees that it and its employees, may not:
- 1) Engage in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 - 2) Precure a commercial sex act during the period of time that that the agreement is in effect, or
 - 3) Use forced labor in the performance of the contract or sub-contracts.

10. **FEDERAL TAX LIABILITY and RECENT FELONY CONVICTIONS** – The contractor agrees to comply with Consolidated Appropriations Act, 2019, Pub. L. 116-6, div. D, title VII, §§ 744–745), U.S. DOT Order 4200.6. The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- 2) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
- 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 subrecipients shall certify and disclose accordingly.

I. _____ Signature of Contractor's Authorized Official

II. _____ Name and Title of Contractor's Authorized
Official

III. _____ Date

11. **SAFE OPERATIONS of MOTOR VEHICLES** – The contractor is encouraged to have safe operations of motor vehicle policies:

- 1) Seat Belt Use – Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and
- 2) Distracted Driving, Including Text Messaging While Driving – The contractor agrees to:
 - I. Safety. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Agreement, or when performing any work for or on behalf of the Agreement; and
 - II. Contractor Size. Conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and
 - III. Extension of Provision. Include this Special Provision in each third party subagreement at each tier supporting this agreement.

12. **ADA ACCESS** –The contractor agrees to comply with mandatory requirements relating to Federal protections for individuals with disabilities under the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Section 12101 *et seq.*, prohibiting discrimination against qualified individuals with disabilities in all programs, activities, and services. It also imposes specific requirements on public and private public and private entities. The contractor must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA employment, public services, public

accommodations, telecommunications, and other provisions.

13. SAFETY SENSITIVE INFORMATION – The contractor must protect, and take measures to ensure that its sub-contractor(s) at each tier protect, “sensitive security information” made available during the administration of a contract or sub-contract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, “Protection of Sensitive Security Information,” 49 C.F.R. Part 15, and with 49 U.S.C. Section 114(r), and implementing Department of Homeland Security regulations, 49 C.F.R. Part 1520.

14. TERMINATION PROVISIONS – (*Applicable to contracts exceeding \$10,000*). The termination clauses extend to Contractors, sub-contractors, and sub-recipients at every level.

- 1) Termination for Convenience (General Provision) - The City of Huntsville may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government’s best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City of Huntsville to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Huntsville, the Contractor will account for the same, and dispose of it in the manner the City of Huntsville directs.
- 2) Termination for Default [Breach or Cause] (General Provision) - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Huntsville may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City of Huntsville that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Huntsville, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- 3) Opportunity to Cure (General Provision) - The City of Huntsville in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to City of Huntsville’s satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from City of Huntsville setting forth the nature of said breach or default, the City of Huntsville shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City of Huntsville from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- 4) Waiver of Remedies for any Breach - In the event that the City of Huntsville elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by The City of Huntsville shall not limit City of Huntsville’s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- 5) Termination for Default (Supplies and Service) - If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Huntsville

may terminate this contract for default. The City of Huntsville shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Huntsville.

15. DEBARMENT AND SUSPENSION (*Applicable to Procurements Exceeding \$25,000*) - The contractor agrees to comply with applicable provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT Regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, and "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. When applicable, contractors, at any tier, will review the "Excluded Parties Listing System" at www.sam.gov, and will include a similar term or condition in each of its covered transactions. The Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- 1) Debarred from participation in any federally assisted Award;
- 2) Suspended from participation in any federally assisted Award;
- 3) Proposed for debarment from participation in any federally assisted Award;
- 4) Declared ineligible to participate in any federally assisted Award;
- 5) Voluntarily excluded from participation in any federally assisted Award; or
- 6) Disqualified from participation in any federally assisted Award

16. STATE and LOCAL LAW DISCLAIMER - The use of many of the suggested clauses may not be governed by Federal Law, but may be significantly affected by State law. Contractors should consult with their attorneys before using language in the sub-contractors procurement documents.

17. PUBLIC TRANSIT PROTEST PROCEDURES – Authority to Resolve Protested Solicitations and Awards, including the process of submitting a protest, is available upon request to the City of Huntsville, Huntsville Transit, Scott Freeman, 500 B Church Street, Huntsville, AL, 35801, 256-427-6811.

CERTIFICATION:

The Contractor, _____, certifies that all the above referenced federal requirements will be complied with as stated herein, as applicable. FAILURE TO CERTIFY IS TO DISQUALIFY THE ACCOMPANYING BID PROPOSAL.

Legal Name of Firm

Signature of Bidder

Print or Type Name of Bidder

Date

APPENDIX F
CITY OF HUNTSVILLE, ALABAMA
DETAILED FUNCTIONAL OBJECTIVES

APPENDIX G
CITY OF HUNTSVILLE, ALABAMA
PROPOSAL PRICING FORM

Proposer shall acknowledge receipt of all addenda in the space provided on the Proposal Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Proposer of full responsibility for all requirements contained in addenda.

We acknowledge receipt of the following addenda: _____

The Proposal Pricing Form must be submitted with the original Proposal, in a SEPARATE SEALED ENVELOPE clearly marked "PROPOSAL PRICING FORM". Due to the nature of this contract, the City does not require pricing to be presented in standard format. Pricing should be reflective of proposer's pricing structure. The additional copies of the Proposal requested in Section 3.2 must NOT include any copies of the Proposal Pricing Form.

APPENDIX H
CITY OF HUNTSVILLE, ALABAMA
PROPOSER INFORMATION & ACKNOWLEDGEMENTS

3.1 PROPOSER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Doing-Business-As Name of Proposer:

Principal Office Address:

Telephone Number:

Fax Number:

Form of Business Entity [check one ("X")]

Corporation

Partnership

Individual

Joint Venture

Other (describe):

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

Location of incorporation:

The corporation is held:

Publicly ___ Privately ___

Names and titles of corporate officers:

Partnership Statement

If a partnership, answer the following:

Date of organization: _____

Location of organization: _____

The partnership is: General ____ Limited ____

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____

Location of organization: _____

JV Agreement recorded? Yes ____ No ____

Name, address of each Joint Venturer and percent of ownership of each:

3.2 CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee
If "Yes," Department Yes ____ No ____

Member of Household City Employee
If "Yes," Name (s) Yes ____ No ____

Anyone associated with your
company a City Employee
If "Yes," Name (s) Yes ____ No ____

3.3 CONTRACTOR E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as “ the Alabama Immigration Act”) as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

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

3.4 ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville’s General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this RFP. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the RFP supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of the firm named below I do hereby certify and represent that this business is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

Signature of Proposer

Legal Name of Firm

Print or Type Name of Proposer

Mailing Address

Date

City State Zip Code

Phone Fax

Email Address

Website Address

APPENDIX I MAILING LABELS

The below mailing labels are provided to assist you in submitting your Proposal and to insure proper identification of Proposal documents. Please cut out the label you desire for either the City's mailing or physical address, fill in the blanks, and affix to your envelope.

MAILING ADDRESS:

<p>FROM:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>IFB/RFP# _____</p> <p>FOR _____</p> <p>OPENING DATE _____</p> <p>2:00:00 PM local time</p> <p>GC LICENSE # _____</p> <p>(If applicable)</p>	<p>TO:</p> <p>THE CITY OF HUNTSVILLE</p> <p>PROCUREMENT SERVICES - 5th FLOOR</p> <p>P. O. BOX 308</p> <p>HUNTSVILLE, AL 35804</p>
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PHYSICAL ADDRESS:

<p>FROM:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>IFB/RFP# _____</p> <p>FOR _____</p> <p>OPENING DATE _____</p> <p>2:00:00 PM local time</p> <p>GC LICENSE # _____</p> <p>(If applicable)</p>	<p>TO:</p> <p>THE CITY OF HUNTSVILLE</p> <p>PROCUREMENT SERVICES – 5TH FLOOR</p> <p>308 FOUNTAIN CIRCLE</p> <p>HUNTSVILLE, AL 35801</p>
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APPENDIX J REPORT OF OWNERSHIP FORM

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): _____.
- City of Huntsville current taxpayer identification number (if available): _____.

(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (<i>check appropriate box</i>)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, ***are not required unless:*** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: _____ Title (if applicable): _____

Type or legibly write name: _____ Date: _____

APPENDIX K
CITY OF HUNTSVILLE, ALABAMA
DETAILED PROPOSER INFORMATION

N/A