

LIMESTONE COUNTY
INVITATION TO BID 2023-02
EQUIPMENT SHELTER
Section I – Invitation to Bid

NOTICE OF BID OPENING

NOTICE IS HEREBY GIVEN that Limestone County, Alabama (County), shall receive and open bids for the purchase and installation of a modular equipment shelter as solicited by this Invitation to Bid (ITB).

All bids must be provided to the County by no later than **10:00 a.m. CDT on November 30 2023**. All bids should be mailed or hand-delivered to:

Limestone County Commission
310 W. Washington St
Athens, AL 35613

Bids will be opened at the above-referenced location at 10:00 a.m. on November 30, 2023. Only bids received by that time will be opened and considered. Bidders and any other interested individuals are invited to attend the bid opening.

PROJECT BACKGROUND

The County intends to procure a complete Limestone County Emergency and Dispatch System (System), including the purchase and installation of a P25 Repeater project on a privately-owned tower. As part of that project, certain equipment must be stored at the base of the tower. This ITB is for the purchase and installation of a modular building to store said equipment.

THE INVITATION PACKAGE

The bid invitation package for an equipment shelter includes this ITB and all attachments and addenda thereto. Bidders should verify that they have received all pages of the invitation package. If there are any omissions, the bidder should contact Marc Massey at marc.massey@limestonecounty-al.gov 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 addenda.

CONTACT REGARDING BIDS AND INVITATION

Contact initiated by a potential bidder with any County official or County employee shall only be as specifically set out in this ITB. Any questions related to the bid shall be directed to the designated point of contact, Marc Massey, in writing under the procedures set out in this ITB.

Any questions or problems related to downloading or obtaining copies of this ITB or the specifications should be directed to Marc Massey at marc.massey@limestonecounty-al.gov. Any other questions or requests for additional information regarding this invitation or the specifications shall be submitted in **writing** no later than five (5) days prior to bid opening to marc.massey@limestonecounty-al.gov and labeled as "ITB 2023-02: Equipment Shelter." Bidder may only rely upon representations made in writing, by way of notice or addendum of this ITB.

A Bidder may contact the County 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 other contact with a County official or employee initiated by a potential bidder regarding this bid between the date of this invitation and the date of bid award 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.

BID SPECIFICATIONS

The specifications for the Radios and Equipment are included in Section II. below 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 County.

BIDDER QUALIFICATIONS

All bidders should be prepared to submit evidence or documentation as proof that they are qualified to perform the services as required in this ITB. Specifically, Bidder must be:

1. Properly registered to do business in the state of Alabama;
2. Be eligible to receive federal funds and not otherwise not be suspended or debarred from doing so; and
3. Have a registered Unique Entity Identification (UEI) number issued from SAM.gov. If not already assigned, Bidder may obtain a UEI at the following website: <https://sam.gov/content/entity-registration>. In support of its bid, Bidder must either provide its UEI on Attachment 1, Bid Submittal Form, or provide documentation showing verification that Bidder has applied for and is awaiting assignment of a UEI from SAM.gov. Any obligation to pay under the awarded bid will be contingent upon the provision of the UEI from the successful bidder.

Evidence or documentation of these qualifications should be submitted with the bid package.

BID EVALUATION

The Limestone County Commission (Commission) will serve as the awarding authority for all bids and will award all contracts at a regular meeting of the Commission.

Any and all bids submitted in compliance with this ITB 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 and the County's American Rescue Plan Act (ARPA) award, as applicable.

Bidders must provide a single bid for all products, services, or other resources necessary to provide, deliver, and properly install the modular shelter. Only one Bidder will be selected for all goods and services; however, Bidder may engage qualified subcontractors to perform services relating to this ITB.

All bids will be reviewed and evaluated by County staff for that purpose, who will thereafter 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.

BID AWARD

Following approval from the awarding authority, County will issue a purchase order (PO) consistent with the terms and conditions listed herein with the apparent awarded Bidder. The PO will continue from the date of execution for three (3) years. Payment will be made following delivery, installation, and acceptance of the modular shelter based upon the terms and conditions set forth herein.

It is anticipated that purchases made pursuant to the bid award may be funded, in whole or in part, with American Rescue Plan Act state and local recovery funds (ARPA funds). However, purchases made pursuant to the bid award are not limited to those made with ARPA funds. To the extent that such purchases are funded in whole or part with ARPA funds, all costs associated with the resulting agreement must be obligated by December 31, 2024, and expended by December 31, 2026.

PREPARING AND SUBMITTING BIDS

All bids must be typed or handwritten in ink on the attached Bid Submittal Forms. Bids submitted in pencil and bids not submitted on the Bid Submittal Form will **not** be considered. Only information contained on the Bid Submittal Form or herein requested or required will be considered in evaluating bids.

The Bid Submittal Form and all required documentation shall be forwarded to the IAC's office in a sealed envelope with "ITB 2023-02: EQUIPMENT SHELTER" clearly marked on the outside of the envelope. Facsimiles, emails, and oral bids 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. Bids that are prematurely opened due to failure of bidder to appropriately mark the package will not be considered. All bids must be received at 310 W. Washington St., Athens, AL 35613 prior to the bid opening. Bids received after the deadline will be returned unopened.

The County 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.**

CONTENT OF BIDS

The completed Bid Submittal Form (Attachment 1) 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.

The Bid Form (Attachment 2) must be used to provide the bidder's firm, fixed cost for goods and services. The cost shall remain firm for the duration of the bid term, including any agreed-upon renewals

or extensions.

Consistent with Alabama law and the County's ARPA award, the following forms are also required as part of the bid package:

- Bidder must provide a copy of the CERTIFICATE OF COMPLIANCE WITH ACT 2016-312.
- Bidder must provide a copy of its Beason-Hammon Certificate. The Beason-Hammon Certificate of Compliance is available online at <https://www.alabamaag.gov/forms>.
- Bidder must provide a copy of its E-Verify MOU entered into with the Department of Homeland Security, which can be printed from the business home screen once logged into the Everify system. Information about Everify may be located online at <https://www.e-verify.gov/>.
- Bidder must provide a copy of its W-9. A Form W-9 is available online at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.
- Bidder must provide a copy of the CERTIFICATE OF COMPLIANCE WITH ACT 2023-409.
- Bidder must provide an anti-lobbying certificate as well as a certificate of any subcontractor which receives more than \$100,000 from this project.

For your convenience, copies of these forms, with the exception of the Bidder's Everify MOU, are also included as Attachment 3.

List of all subcontractors that may be used in performing all or part of the services as set forth in Section II of this ITB.

The bid should also include documentation as provided in the bid specifications in Section II below.

MINIMUM LEGAL REQUIREMENTS

Bidders shall be compliant with all relevant federal, state, and local laws, regulations, and ordinances in the performance of this contract. With respect to conflicts of law principles, Alabama law shall apply to the services provided pursuant to this ITB. At a minimum, bidders must be compliant with the following:

Section 31-13-1, *et seq.*, of the Code of Alabama 1975 imposes conditions on the award of county contracts. Firms must agree to fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. By submitting a bid, 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.

Section 41-16-5 of the Code of Alabama 1975 imposes conditions on the award of County contracts. The bidder must certify that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act. This requirement applies to contracts entered into on or after October 1, 2023, if Contractor employs 10 or more employees and the contract could exceed \$15,000 over the term of the contract. Under Section 2 of the Act, the written verification may be waived if the contracting governmental entity determines based on cost and quality factors that such a waiver is clearly in the best interest of the public.

Bidder agrees to comply with the requirements of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), regulations adopted by the U.S. Department of Treasury (Treasury) pursuant to section 603(f) of the Act, codified as 31 C.F.R. Part 35, and guidance issued by Treasury regarding the foregoing. Bidder shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this ITB.

Federal regulations that are applicable to the County's ARPA award and may be applicable to this ITB include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury;
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension Non-Procurement, 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 80 and Treasury's implementing regulation at 31 C.F.R. Part 19;
4. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
5. New Restrictions on Lobbying, 31 C.F.R. Part 21. Bidder must certify that it will not, and has not, used federal appropriated funds to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C § 1352.; and
6. Generally applicable federal environmental laws and regulations.

Statutes and regulations prohibiting discrimination applicable to the County's ARPA award and which may be relevant to the bidder include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d, *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101, *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101, *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Bidder agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Bidder understands that making false statements or claims in connection with the use of ARPA funds is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

In accordance with 41 U.S.C. § 4712, bidder may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing, to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

1. A member of Congress or a representative of a committee of Congress;
2. An Inspector General;
3. The Government Accountability Office;
4. A Treasury employee responsible for contract or grant oversight or management;
5. An authorized official of the Department of Justice or other law enforcement agency;
6. A court or grand jury; or
7. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Bidder shall inform their employees in writing of the rights and remedies provided for whistleblowers in the predominant native language of the workforce.

Pursuant to Executive Order 13043, 62 F.R. 19217 (April 18, 1997), bidders are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

Pursuant to Executive Order 13513, 74 F.R. 51225 (Oct. 6, 2009), bidders are encouraged to adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

For contracts/subcontracts over \$100,000, work performed by mechanics and laborers are subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by 29 C.F.R. Part 5, including, specifically, safety standards, limitations on hours in a work week and overtime for any work spent over 40 hours, and proper documentation for all employees.

(1) A Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided 40 U.S.C. Chapter 37; and

(2) when a violation of clause (1) occurs, the Contractor and any subcontractor responsible for the violation are liable—

(A) to the affected employee for the employee's unpaid wages; and

(B) to the Government, the District of Columbia, or a territory for liquidated damages as provided in the contract.

The Minimum Legal terms and conditions shall apply to any PO issued by the County for products and services pursuant to this ITB. Bidder must acknowledge and accept these terms and conditions on Attachment 1, Bid Submittal form. Exceptions to the terms and conditions in this Section will not be accepted by the County, and may, in the County's discretion, render the bid non-compliant.

INSURANCE AND LIABILITY

Successful bidder, at its sole expense, shall obtain and maintain in full force insurance meeting the following standards to protect the Bidder and the County at limits and coverages specified below. The limits and coverages specified below are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Bidder and the County.

All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A-VII and must be acceptable to the Commission. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the County for prior approval.

Successful bidder shall name the County, its Commission, officers, appointees, employees, and agents as additional insured for claims arising out of the Bidder and/or any subcontractor(s) work. The naming of the additional insured does not obligate the additional insured to pay any premiums due.

Policy Limits:

1. Worker's Compensation and Employers Liability as required by state law. The Workers Compensation Policy shall contain a Waiver of Subrogation in favor of the Bibb County Commission, its officers, appointees, employees, and agents.
2. Commercial General Liability - Combined single limit (bodily injury and property damage combined) as follows:

A. Each Occurrence	\$150,000
B. Personal and Advertising Injury	\$150,000
C. Products/completed	\$150,000
D. Operation Aggregate	\$150,000
E. General Aggregate	\$500,000

Coverage to include premises and operations; personal injury and advertising injury; independent contractors; blanket contractual liability; explosion, collapse, and underground hazards; broad form property damage; products/completed operations (to remain in effect for 24 months beyond completion and acceptance by owner of the project, whichever is later).

3. Automobile Liability to cover all owned, non-owned, and hired vehicles with a combined single limit

(bodily injury and property damage combined):

- A. Per person \$250,000
- B. Per occurrence \$500,000
- C. For property damage, per occurrence \$100,000

Indemnity and Liability. Under this section the term County shall include Bibb County, the Bibb County Commission, the officers, appointees, department heads, agents, and employees of the Bibb County Commission.

The County shall not be liable for any injury to the person or property of any person, firm, or corporation resulting directly or indirectly from Bidder's performance of the contract, and the Bidder assumes full and complete responsibility therefore.

The Bidder shall further indemnify, defend, and hold the County safe and harmless from any and all liability, lawsuits, judgments, attorney fees, and other costs incurred by the County in defending any claim or lawsuit made against the County by any person, firm, or corporation arising directly or indirectly out of any work performed by the Contractor pursuant hereto or any breach or alleged breach of duty or responsibility of the Contractor related thereto.

Section II – Bid Specifications

All products and services shall meet or exceed specifications as outlined in this ITB as set out below. Exceptions to the Bid Specifications must be included as a separate document attached to the Bid Submittal Form with a specific reference to the excepted criteria. The awarding authority, in its sole discretion, may accept or reject these exceptions in whole or in part, provided, however, that exceptions shall be limited to the Bid Specifications listed in this Section II. Exceptions to any other terms and conditions, including, specifically, the Minimum Legal Terms and Conditions, will not be accepted. The use of specific names or numbers in the specifications is not intended to restrict the bidder or any seller or supplier but is intended solely for the purpose of indicating the type and quality of material considered best adapted to the uses of County.

All material bids must be F.O.B. destination. Any freight charges and delivery fees must be included in the bid prices. F.O.B. destination is the location specified for delivery, including job site within that county. The selected bidder will be responsible for freight charges, risk of loss, or damages to the materials up to the destination where the materials are received.

This ITB is for the delivery, installation and purchase a modular equipment shelter

The requirements below have been developed to allow the awarding authority to uniformly evaluate prices submitted for the products and services.

EQUIPMENT SHELTER SPECIFICATIONS

The modular equipment shelter must be at least 10' x 14'.

Bidder must provide any warranties on the shelter provided by the manufacturer as part of the bid package.

A. SCOPE OF WORK

The scope of work to be provided by Bidder includes any materials, services, resources, and equipment rental necessary for the delivery and installation of the equipment shelter described in this Section as well as compliance with state law and federal guidelines applicable to this award. This includes, but is not limited to, the following:

1. Provide new or fully refurbished equipment shelter to be at least 10'x14';
2. Provide necessary foundation to accommodate proposed shelter;
3. Provide electrical and conduit installation;
4. Providing grounding/a grounding ring for shelter;
5. Delivery of the modular equipment shelter meeting the specifications above to 12129 Salem Field Lane, Elkmont, AL by April 1, 2024;
6. Installation of the equipment shelter including, but not limited to, crane setting, electrical and conduit

installation, and providing a turn-key product. **Bidder must be qualified, or if required by the manufacturer, certified to provide installation of the shelter;**

7. Any necessary electrical or water hook-ups, as applicable; and
8. Provide photos and closeout documentation.

Attachment 1

BID SUBMITTAL FORM

BID ITEM: EQUIPMENT SHELTER

Company Name: _____

Address: _____

Bid Submitted by: _____

(Name of company representative)

Title: _____ Email address: _____

Phone: _____ UEI: _____

By submitting this bid, we agree:

Initials

That the product bid meets the bid specifications for that bid item. _____

That the bid price will be honored for the period through
The contract term. _____

That goods and services provided from awarded bidder will
be as described in this bid at the bid. _____

That the company representative listed above will be the
source of contact for the contract. _____

That awarded bidder will be responsible for providing all
goods and services included in the ITB. _____

That the bid includes the forms required under Alabama
law as defined in this ITB. _____

That the bidder agrees to be compliant with the minimal legal
terms as defined in this ITB. _____

That bidder will provide a performance bond upon request. _____

That the bidder is not suspended or debarred from contracting
pursuant to 2 C.F.R. §200.214. _____

Signature of company representative submitting bid: _____

Title: _____

Attachment 2

BID FORM

Bidder Name: _____

Pricing must include all necessary materials, installation, freight, and rental equipment needed for a complete job. Costs should not include federal or state excise taxes. Tax exemption certificates will be provided upon request.

Firm, Fixed Bid \$ _____

Estimated Delivery Time _____

By signing below, bidder agrees to supply the goods and services at the prices bid above in accordance with the terms, conditions, and specifications of this ITB.

Submitted by :

Name (printed)

Signature

Date

Title

Attachment 3
REQUIRED FORMS

DRAFT

State of _____)
County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

DATE: _____

RE Contract/Grant/Incentive (describe by number or subject):

_____ by and between
_____ (Contractor/Grantee) and
_____ (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

- ___ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
- ___ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.
3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
 4. The Contractor/Grantee 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.

Certified this _____ day of _____ 20____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on this _____ day of _____ 20____.

WITNESS: _____

Printed Name of Witness

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

DATE: _____

Re: Contract/Grant/Incentive (describe by number or subject): _____

_____ by and between _____
(Contractor/Grantee) and _____ (State Agency, Department or
Public Entity).

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of Alabama's Act 2016-312.
2. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Certified this _____ day of _____, 20____.

Name of Contractor/Grantee/Recipient

By: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this _____ day of _____, 20____.

Witness: _____

Printed Name of Witness

CERTIFICATE OF COMPLIANCE WITH ACT # 2023-409

**RE: Contract (describe by number or subject) _____ by and between the
_____ County Commission and _____ (Contractor)**

The undersigned hereby certifies as follows:

1. The undersigned holds the position of _____ with the Contractor named above, is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of Act # 2023-409 of the Alabama Legislature.
2. The Contractor is a for-profit entity, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company with 10 or more full-time employees.
3. The Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract, engage in economic boycotts. Without an ordinary business purpose, the Contractor does not and will not refuse to deal with, terminate business activities with, or otherwise take any commercial action that is intended to penalize or inflict economic harm on a company solely because the company, without violating controlling law or regulation, does any of the following:
 - a) Engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy, timber, mining, or agriculture.
 - b) Engages in, facilitates, or supports the manufacture, import, distribution, marketing or advertising, sale, or lawful use of firearms, ammunition, or component parts and accessories of firearms or ammunition.
 - c) Does not meet, is not expected to meet, or does not commit to meet environmental standards or disclosure criteria, in particular to eliminate, reduce, offset, or disclose greenhouse gas emissions.
 - d) Does not meet, is not expected to meet, or does not commit to meet corporate employment or board composition, compensation, or disclosure criteria.
 - e) Does not facilitate, is not expected to facilitate, or does not commit to facilitate access to abortion or sex or gender change surgery, medications, treatment, or therapies.

Certified this _____ day of _____, 20_____.

Signature of Contractor's Authorized Representative

Printed Name and Title of Contractor's Authorized Representative

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 an 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date