

LAUDERDALE COUNTY COMMISSION

Request for Qualifications No. 2025-01

**Developing a Bridge Investment Program Grant Application for Thirty-one
Alabama Counties**

Released January 30, 2025

Assistance Listing No. 20.205

Deadline February 27, 2025

Section I

Introduction

1.1 REQUEST FOR QUALIFICATIONS (RFQ)

The Lauderdale County Commission is requesting qualifications from qualified engineering firms (proposer) for developing a Bridge Investment Program (BIP) Bridge Project Grant Application. You are invited to provide a proposal in response to this RFQ. All proposals should follow the requirements as provided in Section IV.

1.2 PROJECT DESCRIPTIONS

In August of 2024 the Lauderdale County Commission, in partnership with 30 other counties mentioned below, was awarded a \$400,000 BIP Planning Grant: "Investing in Equity and Innovation for Alabama County Bridges Planning Study" from the U.S. Department of Transportation (USDOT) (Grant Agreement). The grant funds will be used to develop a joint Bridge Project Grant Application for thirty-one counties in Alabama.

The scope of the project is to develop a comprehensive application for the counties of Blount, Bullock, Butler, Calhoun, Chambers, Cherokee, Chilton, Cleburne, Coffee, Cullman, Elmore, Etowah, Greene, Hale, Henry, Jackson, Lamar, Lauderdale, Lawrence, Lee, Macon, Madison, Marion, Marshall, Mobile, Perry, Pike, Shelby, St. Clair, Sumter, Winston. This application should also include, but not be limited to, a pre-scoping study, environmental readiness study, and structure selection study. The ultimate goal of this project is to submit a competitive Bridge Project Grant application for the replacement of bridges in all applicant Counties. The grant application must comply with all of the requirements set forth in the BIP Notice of Funding Opportunity ("NOFO"). The NOFO requirements can be accessed at this link: <https://grants.gov/search-results-detail/351567>.

1.3 PROPOSED PROJECT SCHEDULE

The following is an estimated proposed schedule:

RFQ for Services Released	January 30, 2025
Deadline for Questions	February 13, 2025, 1:00 pm CT
Response to Questions to be Posted	February 20, 2025
Deadline for Responses	February 27, 2025, 1:00 pm CT
Anticipated Award Date	March 10, 2025
Applications for BIP Projects Due	Fall of 2025

All dates set forth above and elsewhere in this RFQ are tentative and subject to change at any time by the County in the County's sole discretion. The County reserves the right to delete or modify any part of the above Proposed Schedule.

1.4 STATEMENT AS TO FUNDING

The County will utilize funds from the BIP, part of the Bipartisan Infrastructure Law, to support all or part of these projects. As such, the selected vendor must also comply with the terms and conditions of

the County's subrecipient agreement with USDOT and Uniform Guidance. For more information, please see Assistance Listing Numbers 20.205.

1.5 COMMUNICATIONS

From the time that this RFQ is published until such time as the County has entered into a contract with a successful vendor, all informal communications between the County and the Proposer shall cease. Only formal questions and clarifications pursuant to Section 1.6 will be permitted. Inappropriate communications related to this RFQ between the Proposer or any agent of the Proposer and the County, or any partnership county, or any elected official, employee, or agent of the partnership counties, will result in disqualification from the process.

1.6 QUESTIONS AND CLARIFICATIONS

Questions and clarifications shall be directed to the County's sole point of contact, Mr. Eric Hill at ehill@lauderdalecountyal.gov. The subject matter should read: "Questions for the BIP GRANT APPLICATION FUNDING RFQ."

Questions must be received by 1:00 pm Central Time (CT), on February 13, 2025. If appropriate, the County will post answers to questions on the Lauderdale County Bid Advertisements website page: <https://lauderdalecountyal.gov/index.php/bid-assessments/> . All questions must be submitted in, and responded to, in writing to be relied upon by the Proposer.

SECTION II

PROPOSAL CONDITIONS AND LEGAL REQUIREMENTS

2.1 PURPOSE OF THE RFQ.

This is a procurement of professional services and will be conducted in a manner to provide full and open competition. This RFQ process is for the benefit of the partnership counties only and is to provide the County with competitive information to assist in the selection process. All decisions on compliance, evaluation, term, and conditions will be made solely at the discretion of the Commission, in partnership with other partner counties, as applicable, and made to favor the partnership counties. The County reserves the right to extend the term of any agreement to allow for additional projects.

2.2 PROPOSAL AND CONTRACT INTERPRETATION

No interpretation of any provision of the RFQ or the resulting contract, including applicable specifications, is binding on the Commission, or any other partnership county, unless furnished or agreed to in writing by the Commission.

2.3 RESERVATIONS

The Commission reserves the following rights:

- a) To amend or modify this RFQ;
- b) To reject or accept any and all proposals;
- c) To reject individual proposals for a failure to meet any requirement;
- d) To waive defects or irregularities in any proposal;
- e) To request additional information from Proposers to qualify or disqualify Proposers;
- f) To disqualify a Proposer for providing false statements or materials; and
- g) to cancel this RFQ at any time.

2.4 REASONABLE INVESTIGATION

The County may make such reasonable investigations as deemed proper and necessary to determine the ability of Proposer to perform the services, and Proposer shall furnish to the County all such information and data for this purpose as may be requested. The County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, the Proposer fails to satisfy the County that Proposer is properly qualified to carry out the obligations of the resulting contract and to provide the services contemplated in this RFQ.

2.5 CLARIFICATIONS

The County may seek clarification of the proposal from a Proposer at any time. Failure of the Proposer to respond is cause for rejection. Clarification is not an opportunity to change the proposal.

2.6 PROPOSER'S REPRESENTATION

The Proposer, by submission of a response to this RFQ, represents that it has read and understands the RFQ and has familiarized itself with all federal, state, and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work. The failure or omission of any Proposer to receive or examine any form, instrument, addendum, or other documents, or to acquaint itself with conditions existing at the site, shall in no way relieve Proposer from any obligations with respect to its proposal or to the resulting contract.

2.7 FIRM PROPOSAL

All Proposals will remain firm and unaltered for ninety (90) days after the proposal due date shown or until the contract is fully executed with any vendor, whichever is earlier. An exception to the criterion will be if the Proposer is engaged in contract negotiations; then that Proposer will be allowed to make proposal modification(s) only in accordance with a request by the County.

2.8 SUBMISSION DOES NOT CONFER A RIGHT ON PROPOSER

The submission of a proposal confers on Proposer no right of selection or to a subsequent contract.

2.9 COST OF RESPONDING

All costs incurred by the Proposer in preparation and delivery of responses to this RFQ, including presentations to the County and/or participation in an interview, shall be borne solely by the Proposer regardless of whether or not the Proposer is selected for negotiations. Any costs associated with this procurement will be the responsibility of the Proposer. The County, in no way, shall be liable for any of these costs. At no time will the County provide reimbursement for submission of a response.

2.9 ALABAMA OPEN RECORDS LAW

Without regard to any designation made by the person or entity making a submission, the County considers all information submitted in response to this invitation or request to be subject to the Alabama Open Records Law without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission. If Proposer believes any portion of the proposal to be proprietary or otherwise not subject to public disclosure, Proposer may provide an additional redacted copy, marked with a watermark as "REDACTED," along with a letter detailing the legal exemption provided under the law. By submitting a redacted copy, Proposer agrees to indemnify, defend, and hold harmless the County, or the partner counties, from any legal or administrative challenge to the Open Records Law.

2.10 FIRM QUALIFICATIONS

- a) The Proposer, by submission of a response to this RFQ, represents that it has not been suspended or debarred from receiving federal funds consistent with 2 C.F.R. § 200.214 or state funds consistent with Code of Alabama § 41-4-162.
- b) The Proposer shall hold any licenses as required by state law.

2.11 INSURANCE

- a) The Proposer shall procure and maintain pursuant to the terms of the resulting contract the following types of insurance coverages:
 - 1) Workers' Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama.
 - 2) Commercial Business Automobile Liability Insurance as required by Alabama law.
 - 3) Professional Liability (Errors & Omissions) Insurance with policy limits of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate.
- b) Prior to execution of the resulting contract, the successful Proposer shall provide a Certificate of Insurance for the professional liability (E&O) insurance listing the County and each partner county and their partners, agents, and assigns, as the named certificate holder, which shall further specify that such insurance is not subject to cancellation without prior written notice to the Commission of at least thirty (30) days.
- c) Subject to express written approval from Commission, Proposer may meet the required limits in this section through an excess or umbrella liability coverage.
- d) The Commission reserves the right to require other types of insurance coverage.

2.12 INDEMNIFICATION

Proposer shall indemnify, defend, and hold the County and the partner counties and their officers, employees, and agents harmless from and against liabilities, damages, losses, and judgments, relating to the resulting contract including, but not limited to, reasonable attorneys' fees and expenses recoverable under applicable law.

2.13 CONFLICT OF INTEREST

Proposer covenants that it has disclosed to the County, and agrees it is under a continuing obligation to disclose, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that may conflict in any manner with Proposer's obligations under the resulting contract. Proposer shall establish a conflict of interest policy prohibiting any employees, agents, consultants, and officers receiving any SS4A funds from obtaining a financial interest or benefit from the activity, or have an interest or benefit from the activity; or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure with the Proposer or for one year thereafter.

2.14 ANTICOMPETITIVE PRACTICES PROHIBITED

Anticompetitive practices amongst firms, the County, any partner county, or affiliated persons will not be tolerated. Any person who offers or pays any money or valuables to any person to induce him/her not to submit a proposal on the RFQ and any person who accepts money or other valuables for not submitting a proposal on the RFQ, or who withholds a proposal in consideration of the promise for the payment of money or other valuables, shall be disqualified.

2.15 MINIMUM LEGAL REQUIREMENTS

Proposers selected for work by the Commission must be compliant with federal, state, and local statutes, regulations, and executive orders. At a minimum, the following will apply:

- a) 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.
- b) In compliance with Code of Alabama (1975) § 41-16-161, by signing a contract, Proposer provides written verification that Proposer, 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 Supplier 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.
- c) The resulting contract shall be subject to the General Terms and Conditions Under the Fiscal Years 2022-2026 BIP Grant Program, available at https://www.fhwa.dot.gov/bridge/bip/FY2022-2026_BIP_Terms_and_Conditions.pdf. These terms and conditions shall be made part of any resulting contract.
- d) All work performed is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27); Minimum Wage Rates in accordance with 23 USC Part 113.
- e) All resulting contracts shall include compliance with 23 CFR § 172.9(c) including, but not limited to, the inclusion of the following, as applicable:
 1. Administrative, contractual, or legal remedies in instances where consultants violate or breach

- contract terms and conditions, and provide for such sanctions and penalties as may be appropriate;
2. Notice of contracting agency requirements and regulations pertaining to reporting;
 3. Contracting agency requirements and regulations pertaining to copyrights and rights in data;
 4. Access by recipient, the subrecipient, FHWA, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions;
 5. Retention of all required records for not less than 3 years after the contracting agency makes final payment and all other pending matters are closed;
 6. Standard DOT Title VI Assurances (DOT Order 1050.2);
 7. Disadvantaged Business Enterprise (DBE) assurance, as specified in 49 CFR 26.13(b);
 8. Prompt pay requirements, as specified in 49 CFR 26.29;
 9. Determination of allowable costs in accordance with the Federal cost principles;
 10. Contracting agency requirements pertaining to consultant errors and omissions;
 11. Contracting agency requirements pertaining to conflicts of interest, as specified in 23 CFR 1.33 and the requirements of this part; and
 12. A provision for termination for cause and termination for convenience by the contracting agency including the manner by which it will be effected and the basis for settlement.; and
 13. All contracts and subcontracts exceeding \$100,000 shall contain, either by reference or by physical incorporation into the language of each contract, a provision for lobbying certification and disclosure, as specified in 49 CFR part 20.
- f) Proposer shall demonstrate compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Additionally, all work performed hereunder shall also comply with any relevant anti-discrimination laws.
- g) Proposer acknowledges that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. 200.216 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under the Grant award.

SECTION III

SCOPE OF WORK AND PROPOSAL CONTENT

The scope of the project is to develop a Bridge Project Grant Application for the BIP, which is part of the Bipartisan Infrastructure Law that is consistent with the Grant Agreement and in accordance with the requirements of the BIP NOFO. All work must be performed in such a manner as allow for submission of a joint application for all thirty-one (31) counties in Fall of 2025.

3.1 SCOPE OF WORK.

- 3.1.1 Pre-scoping study. This will consist of evaluating the replacement of each potential bridge. Pre-scoping will better define the project by considering design alternatives and ensuring that the bridge fits the narrative of this application. To include consideration of:
 - 3.1.1.1 Roadway characteristics and bridge geometrics;
 - 3.1.1.2 Traffic volumes;
 - 3.1.1.3 Potential detours and traffic interruption;
 - 3.1.1.4 Identifying risks such as right of way acquisition issues, utility conflicts, etc.;
 - 3.1.1.5 To accomplish Pre-scoping, a cost estimate will need to be developed;
 - 3.1.1.6 Identifying potential groupings of bridges that could be bundled to increase efficiency of construction, reduce costs, and maximize our potential as a group of receiving funding; and
 - 3.1.1.7 Roadmap for National Environmental Policy Act (NEPA) compliance and permitting for all candidate bridges. This includes identifying potential issues or risks which could impede the project.

- 3.1.2 Environmental Readiness Study. Developing an extensive list of bridge conditions and environmental concerns for each crossing, preliminary environmental assessment, and preliminary public engagement strategy. This includes assistance with Public Engagement and Collaboration with the public and relevant stakeholders.

- 3.1.3 Structure Selection Study: Evaluation of different bridge designs to replace the existing bridges, taking into consideration existing approaches to the bridges, superstructure types and interrelated substructure and foundation types, span lengths, hydrology, and conformance with AASHTO guidelines. Structures will adhere to ALDOT Design Guidelines.

- 3.1.4 Joint Application. Develop a joint application for each of the thirty-one partner counties.

3.2 QUALIFICATIONS

Proposer must show, to the satisfaction of the County, that it has the necessary experience, ability, staff, and financial resources to perform the services herein in a satisfactory manner. At a minimum, the Proposer must have Professional Engineers licensed in the State of Alabama that can be dedicated to performing the services herein. Evaluation of the qualifications of a Proposer may include, but are not limited to:

- a) Relevant licensure requirements;
- b) Prequalification as a consultant by the State of Alabama Department of Transportation;

- c) The ability, capacity, skill, financial and other necessary resources to perform the work or provide the service required;
- d) The ability to perform the work or provide the service promptly, without delay or interference;
- e) The character, integrity, reputation, judgment, experience, and efficiency of the Proposer, and;
- f) The quality of performance of previous contracts or services.

3.3 PROPOSAL CONTENTS

a) Firm Information

1) Provide a Title Page, which must include Proposer's contact information:

- i. Firm name
- ii. Address
- iii. Phone
- iv. Email
- v. Primary contact person
- vi. Secondary contact person, if applicable
- vii. Name and Alabama Registration Number of Professional Engineer in responsible charge
- viii. Year present firm was founded

Note: E-mail address(es) provided may be used for formal communications by the County.

2) Letter of Introduction/Firm Information including, at a minimum:

- i. Number of years of service providing similar services and products;
- ii. Brief overview of the Proposer's history, including general background, experience in providing similar services and products, knowledge of SS4A funding requirements, and working with relevant agencies;
- iii. An introduction of any partners or major subcontractors that will perform any work hereunder;
- iv. Brief statement as to why the firm is the best candidate for this project.
- v. A certification that Proposer and any partner or subcontractor is eligible to receive federal funding and has not otherwise been debarred or suspended from doing so;
- vi. A certification that the Proposer and any partner or subcontractor has read, understands, and agrees to the terms and conditions of this RFQ; and
- vii. A certification that the Proposer and any partner or subcontractor has read, understands, and will comply with any and all applicable federal and state laws, regulations, and guidelines.
- viii. Explanation as to the Proposer's qualifications, knowledge, and expertise, including:
 - i. References. At least three references for projects similar in scope, including a statement as to the type of services performed, time period of service, point of contact, and relevant contact information.

b) Related Project Experience

To demonstrate related project experience, provide the following information for three (3) projects completed by the Proposer within the last five (5) years for similar projects:

- i. Project Name
- ii. Location
- iii. Client Name and Contact Information
- iv. Registered professional design team members and roles on the project
- v. Date of completion
- vi. Source of funding (e.g., name of federally funding agency or local funding agency)

- vii. Brief project description, including scope of work provided
 - viii. Project Budget
- c) Proposed Project Team.
Provide a project-specific organizational chart outlining your proposed team members and their roles on this project.
- d) Project Process. Please address the following topics:
- 1) Project approach and strategies for completing the Project. In responding to this Section, Proposer should specifically address each of the goals in Section 3.1 of the RFP. Where relevant, examples should be given.
 - 2) Strategies to keep the project on schedule.
 - 3) Proposed contract, including any relevant legal requirements required by state and federal law or regulations. A soft copy (Word format) of this contract should be included in electronic format.
- e) Certifications. Provide copies of all certifications required pursuant to state and federal law. This includes, but is not limited to, the following:
- 1) Beason Hammon Certificate;
 - 2) Everify MOU with the US Department of Homeland Security;
 - 3) Economic Boycott Certificate; and
 - 4) Byrd Anti-lobbying Certificate.

For your convenience, copies of these certificates, with the exception of the Everify MOU with the US Department of Homeland Security, are attached hereto as Attachment A.

The County reserves the right to contact references and clients listed in the statement of qualifications as part of its evaluation.

3.4 CERTIFICATION

All proposals must include the following certification, signed by an authorized representative of the Proposer and any partners and notarized:

I/we agree to furnish the services as set forth in this proposal and guarantee that the services to be provided will meet or exceed all specifications, terms, conditions, and requirements herein. The undersigned offers and agrees to comply with all terms, conditions, and certifications as stated in this RFQ and furnish the services at the prices provided with this signed proposal, or as mutually agreed upon after subsequent negotiation.

_____ Authorized Signature (ink)

_____ Authorized Name (typed)

_____ Title of Authorized Person

Sworn to and subscribed before me and given under my hand and official seal this the _____ day of _____.

NOTARY PUBLIC My Commission Expires: _____

**SECTION IV
PROPOSAL SUBMISSION, EVALUATION, AND CONTRACT PROCESS**

4.1 SUBMISSION REQUIREMENTS

- a) **Proposals must be received no later than 1:00 am CT on February 27, 2025.** All proposals received after the appointed date and hour for receipt, whether by mail or otherwise, will be returned unopened. Proposers have the sole responsibility for assuring that proposals are received by the designated date and time.
- b) The RFQ shall be in writing labeled “[FIRM NAME]: RFQ 2025-01: DEVELOPING A BRIDGE INVESTMENT PROGRAM GRANT APPLICATION RFQ RESPONSE,” and directed to:

Lauderdale County Commission
Attn: Mr. Eric Hill, Lauderdale County Commission,
P.O. Box 1059, Florence, AL 35631

- 1) Proposer is responsible for ensuring that the outside package is appropriately labeled. Packages that are prematurely opened because they were not properly labeled will not be considered.
- 2) Faxed or oral proposals will not be accepted.

4.2 FORMAT REQUIREMENTS

- a) Submittals should include one (1) original and one (1) electronic, searchable PDF copy. It is the Proposer’s responsibility to ensure the electronic PDF copy is an exact, searchable copy of the original. The County reserves the right to rely upon the electronic copy for evaluation purposes.
- b) The Proposal, excluding forms and resumes, must be no more than 20 pages, numbered, and be on either 8.5” x 11” or 11” x 17” paper.
- c) In order to be considered for selection, Proposer shall submit a complete response to this RFQ. Proposals should be as thorough and detailed as possible so the County may properly evaluate Proposer’s capabilities to provide the required services. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity of content.
- d) All proposals should be organized in the order in which the requirements are listed in Section 3.3 of this RFQ. Proposals that are not organized in this manner risk elimination from consideration or a lower score in the evaluation of the proposal if the evaluators are unable to find where the RFQ requirements are specifically addressed.

4.3 REQUEST TO MODIFY OR WITHDRAW PROPOSAL

Proposer may make a written request to modify or withdraw the proposal at any time prior to February 27, 2025. No oral modifications will be allowed. Such requests must be addressed and labeled in the same manner as the original response to the RFQ and plainly marked “Modification to, or Withdrawal

of, Proposal.” Only written requests received by the County prior to February 13, 2025, will be accepted.

4.4 EVALUATION CRITERIA

- a) The County will evaluate all proposals with a with a team of staff members of the partner counties using the criteria outlined in the table below.

Criteria	RFQ Reference	Percentage
Firm Information	3.3.a	10%
Related Project Experience	3.3.b	35%
Proposed Project Team	3.3.c	25%
Project Process	3.3.d	30%
Compliance with RFQ Instructions	Throughout	P/F
Licensing and Professional Standing	3.3.a.1.vii	P/F

- b) The team will eliminate from consideration any firm submission which receives a “Fail” grade on any one or more of the pass/fail criteria for evaluation or is not listed on the ALDOT pre-qualified list of consultants.
- c) Notwithstanding the foregoing, the County reserves the right to make the selection on the basis of best value or quality alone, or to accept or reject any or all proposals if it is determined to be in the best interest of the County and partnering counties.
- d) Proposals found to be technically or substantially non-responsive at any point in the evaluation process may be rejected and not considered further.

4.5 FINAL SELECTION

All proposals will be evaluated by members of partnering county staff based upon the criteria outlined in Section 4.4, to determine the Proposer whose submission conforms to this RFQ and is the most advantageous to the county partners. This team will make a recommendation to the Commission, who will make the final selection. Proposers will be notified in writing.

4.6 PUBLIC RECORDS

Only the final results of the evaluation will be available for review. Any work papers, individual evaluator or consultant comments, notes, or scores will be considered confidential. Further, to protect the integrity of the process, any confidential or trade secret information of Proposers, and the ability of the County to successfully negotiate a contract in the best interest of the partner counties, no proposal or evaluation information will be made available until following the execution of the resulting contract.

4.7 NOTICE OF AWARD

Upon selection by the Commission, the County will notify Proposers in writing of its intent to negotiate a contract.

4.8 CONTRACT NEGOTIATION

The Proposer designated by the Commission will enter into contract negotiations, including negotiations for an acceptable, reasonable fee structure. If an agreement cannot be reached to the satisfaction of the Commission within thirty (30) days of notification of intent to negotiate, the Commission may reject the proposal or revoke the selection and begin negotiations with the next qualified proposer.

4.9 CONTRACT EXECUTION

Following a successful negotiation, the contract will become effective upon the passage of a resolution by the Commission approving the contract.

ATTACHMENT A
REQUIRED CERTIFICATION FORMS

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 # 2023-409

**RE: Contract (describe by number or subject) _____ by and between the
_____ (Governmental Entity) 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

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