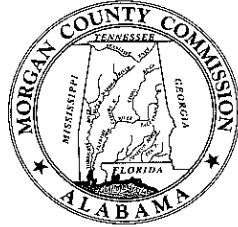


# MORGAN COUNTY, ALABAMA



## Request for Proposals Number 2022-01 Architectural and Engineering Services for Courthouse Renovations

Released October 5, 2022

Deadline November 17, 2022

Project No.: 01103-017-211124-0005 ALN: 21.027

FAIN No.: SLFRP4612

## Section I Introduction

### 1.1 REQUEST FOR PROPOSAL (RFP)

The Morgan County Commission (“County”) is requesting proposals from qualified design professionals licensed in the state of Alabama to provide full Architectural Services for updates to Courthouse, including upgrades to mechanical systems, specifically ventilation, and renovations to provide for safe traffic flow and waiting areas that are compliant with guidance from the Centers for Disease Control (“CDC”) as it relates to the prevention and mitigation of COVID-19. Although the scope may ultimately result in multiple projects, the County wishes to select one (1) firm to handle the full scope of services. You are invited to provide a proposal in response to this RFP. All proposals should follow the requirements as provided in Section IV.

### 1.2 PROJECT DESCRIPTIONS

The County is in need of services relating to the projects listed below. Based upon advice from the design professional, these projects may be combined or separated in the best interest of the County, as determined at the sole discretion of the County.

The Courthouse is located at 302 Lee St NE, Decatur, AL 35601. It was constructed in 1976 and is approximately 125,300 square feet. The Courthouse serves as a primary location in which the County conducts its business and includes courtrooms and office space for federal, state, and County offices.

- a) Courthouse Mechanical Systems –The mechanical systems, specifically the ventilation system, are outdated. The County seeks to have the ventilation system at the Courthouse upgraded specifically to ensure healthy air control to prevent and/or mitigate the spread of COVID-19. The County is also amenable to other COVID-19 prevention and mitigation efforts, for example, touchless bathroom upgrades, that could be incorporated to ensure the health and safety of its citizens and employees. To the extent it does not interfere or frustrate the County’s efforts to prevent or mitigate against COVID-19, it is anticipated that updating mechanical systems may also result in energy savings.
- b) Courthouse Traffic Control and Waiting Areas – In addition to upgrades to the mechanical systems, the County is interested in assessing and renovating the Courthouse, with a focus on creating safe spaces for its employees of citizens in which people can practice social distancing, including specifically, renovations to create safe waiting areas and traffic flow of the building to decrease the spread of COVID-19.

As it relates to all projects, all upgrades or renovations must be designed in such a way as not undermine efforts to prevent the spread of COVID-19 or discourage compliance with guidance issued from the Centers for Disease Control (“CDC Guidance”), as amended from time to time. Upgrades to the ventilation system must conform with CDC guidance and ASHRAE standards, as applicable, for the mitigation and prevention of COVID-19.

### 1.3 CONSTRUCTION BUDGET

The approximate construction budget for the project is estimated to be around \$9,000,000.

### 1.4 PROPOSED PROJECT SCHEDULE

The following is an estimated proposed schedule:

RFP for Architectural Services Released	October 5, 2022
Deadline for Questions	October 19, 2022, 1:00pm CT
County's Response to Questions	October 26, 2022
Proposals for A/E Services Due	November 17, 2022, 2:00 pm CT
Proposal Opening	November 18, 2022, 3:00 pm CT
Selection and Notification of A/E	December 13, 2022

All dates set forth above and elsewhere in this RFP 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. In no event may costs associated with the project be obligated after December 31, 2024, or expended after December 31, 2026.

### 1.5 STATEMENT AS TO FUNDING

It is anticipated that the County will utilize funds from the American Rescue Plan Act ("ARPA") State and Local Recovery Funds ("ARPA funds") to support all or part of this project. As such, the selected vendor must also comply with the terms and conditions of the County's ARPA award, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards codified at 2 C.F.R. Part 200 ("Uniform Guidance"), and any design work must not frustrate the guidelines related to COVID-19 mitigation and prevention issued by the Centers for Disease Control.

### 1.6 COMMUNICATIONS

From the time that this RFP 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 1.7 will be permitted. Inappropriate communications related to this RFP between the Proposer or any agent of the Proposer and the County, or any elected official, employee, or agent of the County, may result in disqualification from the process.

## 1.7 QUESTIONS AND CLARIFICATIONS

Questions and clarifications shall be directed to the County's sole point of contact, Julie M. Reeves, Chief Administrative Officer, at [jreeves@morgancounty-al.gov](mailto:jreeves@morgancounty-al.gov). The subject matter should read: "Questions for the Morgan County Commission, COURTHOUSE RFP."

Questions must be received by 1:00 p.m. Central Time (CT), on October 19, 2022. If appropriate, the County will post answers to questions on its website, <https://morgancounty-al.gov/departments-services/accounting-finance-purchasing/>. For technical assistance or instruction as to the proposal submission, she may be reached at (256) 351-4735; however, 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 RFP**

This RFP process is for the benefit of the County 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 County and made to favor the County.

**2.2 PROPOSAL AND CONTRACT INTERPRETATION**

No interpretation of any provision of the RFP or the resulting contract, including applicable specifications, is binding on the County unless furnished or agreed to in writing by the County.

**2.3 RESERVATIONS**

The County reserves the following rights:

- a) To amend or modify this RFP;
- 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 RFP at any time.

**2.4 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.

**2.5 PROPOSER'S REPRESENTATION**

The Proposer, by submission of a response to this RFP, represents that it has read and understands the RFP 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.

**2.6 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.

## 2.7 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.

## 2.8 COST OF RESPONDING

All costs incurred by the Proposer in preparation and delivery of responses to this RFP, including presentations to the County Commission 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 a public record that may be disclosed upon request pursuant to the Code of Alabama, Section 36-12-40, et. seq. (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.

## 2.10 ELIGIBLE CONTRACTOR

The Proposer, by submission of a response to this RFP, represents that it has not been suspended or debarred from receiving federal funds consistent with 2 C.F.R. §200.214.

## 2.11 INTERVIEWS

The County may, at its sole option, elect to require oral presentation(s) by Proposers being considered for award. This will provide an opportunity for the County Commission to ask questions and Proposers to clarify or elaborate on their proposals. This is to be considered a fact-finding and explanation session only. The County will schedule the time and location of these presentations, if required.

## 2.12 INSURANCE

a) The Proposer shall procure and maintain pursuant to the terms of the resulting contract the following types of insurance coverages:

- 1) Employer's Liability Insurance with a policy limit of not less than \$2,000,000.
- 2) Comprehensive General Liability Insurance with policy limits of not less than \$1,000,000 for each occurrence and in the aggregate for bodily injury and property damage.
- 3) Commercial Business Automobile Liability Insurance with policy limits of not less than \$1,000,000 (owned and rented) combined single limit and aggregate for bodily injury and property damage.

- 4) Professional Liability (Errors & Omissions) Insurance with policy limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.
  - 5) Workers' Compensation coverage provided in accordance with the statutory coverage required in Alabama.
- b) With the exception of Workers' Compensation coverage, the County shall be listed as an additional insured on each policy.
  - c) The County reserves the right to require other types of insurance coverage.

#### 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 further covenants that no person has an interest in Proposer or in the contract that would violate Alabama law.

#### 2.14 ANTICOMPETITIVE PRACTICES PROHIBITED

Anticompetitive practices amongst firms, the 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 RFP is guilty of a felony. Any person who accepts money or other valuables for not submitting a proposal on the RFP, or who withholds a proposal in consideration of the promise for the payment of money or other valuables, is guilty of a felony. Proposer certifies that it will not take part in any such conduct and understands that such conduct may result in disqualification.

#### 2.15 CONFIDENTIALITY

Proposer understands that the project involves a secure building and that disclosure of certain design elements may cause a threat to the security of the facilities and to public safety. As such, Proposer agrees that all materials shared or provided in this agreement should remain confidential. Proposer must not share any such material with third parties unless approved by the county or required to do so by law or valid court order. Any materials designated by the County as "confidential" must be reasonably secured so as to prevent disclosure.

#### 2.16 MINIMUM LEGAL REQUIREMENTS

Proposers selected for work by the County must be compliant with federal and state statutes, regulations, and executive orders. Minimum requirements are included as Attachment 1.

**SECTION III  
SCOPE OF WORK AND PROPOSAL CONTENT**

**3.1 PROPOSED SCOPE OF WORK**

- a) The scope of work includes full architectural and/or engineering services for the projects as described in Section 1.2. As part of its scope of work, Proposers are also expected to provide complete contract and bid documents and bid facilitation processes, perform on-site follow-ups during the construction phase, and provide reporting and progress reports to the County.
- b) At the County's sole option, the County may elect to include within the contract program management and construction management services for the duration of the contract.

**3.2 QUALIFICATIONS**

- a) Proposers and any consultants shall hold current professional licenses and be registered in the state of Alabama.
- b) Proposers must have demonstrated experience with the processes and procedures of Title 39 of the Code of Alabama 1975 for public works projects.
- c) Proposers must demonstrate familiarity with procedures required by Uniform Guidance for federal awards.
- d) Proposers must demonstrate experience with upgrading complicated HVAC systems.
- e) Proposers must demonstrate expertise and knowledge of COVID-19 mitigation requirements in accordance with CDC guidelines and ASHRAE standards.

**3.3 PROPOSAL CONTENTS**

In order to help review each submission, the Proposal must be organized into two separate packages: a Technical Package and a separately sealed Cost Proposal.

- a) The Technical Package must include the following information:
  - 1) Title Page;
  - 2) Letter of Introduction;
  - 3) Table of Contents;
  - 4) Firm's registration information and registration numbers of the individuals to be involved in this project. Failure of Proposer to provide valid registration and licenses to provide the applicable services pursuant to Alabama law will result in disqualification of the proposal.
  - 5) Explanation as to the firm's qualifications, knowledge, and experience relating to:
    - a. Public works projects and Title 39 of the Code of Alabama 1975;
    - b. Federally funded projects, including Proposer's experience in bid documents and procurement processes geared towards DBEs, safety standards, and strong labor requirements; and
    - c. CDC guidance and other proper authorities as it relates to COVID-19 prevention and mitigation;
    - d. Complicated HVAC systems; and
    - e. Experience in providing project management and construction management services for



- projects similar in cost and scope.
- 6) At least three references for projects similar in scope, including a statement as to the services performed, a point of contact, and contact information;
  - 7) Proposed contract setting forth the terms and conditions of the award. A soft copy (Word format) of this contract should be included in electronic format;
  - 8) A statement of qualification utilizing GSA Standard Form 330 for the primary firm and all proposed consultants and other disciplines to be included in the project; information for similar, relevant projects, including the project description, project budget, scope of work, photographs (before and after); owner's name and contact information; plus, any other relevant information.
    - a. In response to GSA Standard Form 330, Section F, *Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract*, Proposer must include five (5) total projects as follows : Project 1 must show Proposer's experience with courthouse renovations; Projects 2 and 3 must show Proposer's experience with ventilation projects, including understanding of pertinent CDC guidance and ASHRAE standards; Project 4 must demonstrate Proposer's understanding of CDC guidance and mitigation and prevention as it relates to prevention of communicable diseases like COVID-19; and Project 5 should demonstrate Proposer's project management experience for a project similar in size, cost, and scope. Only the first five projects submitted will be evaluated by the Committee based upon the subject matter as provided in this subsection.
    - b. In response to GSA Standard Form 330, Section H, *Additional Information*, Proposer must provide a narrative as to the Proposer's ability to adhere to budget and schedule of projects.
    - c. Form 330 is available at <https://www.gsa.gov/reference/forms>.
  - 9) Completed and signed forms as required by Alabama law. A description of these forms is included in Attachment 2.

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

b) The Proposer shall include the following Fee Information in a separately sealed Cost Proposal utilizing the form provided in Attachment 3. The Cost Proposal includes the following information:

- 1) Fee Schedule. Please provide a current fee schedule for the types of services that you offer.
- 2) Hourly Billing Rates. Please provide hourly billing rates by firm personnel.
- 3) Reimbursable Costs. Please provide fees for all reimbursable items.

The Cost Proposal must be provided utilizing the form provided as Attachment 3. A copy of Attachment 3 in .xls format is also available on Morgan County's website, <https://morgancounty-al.gov/departments-services/accounting-finance-purchasing/>. Failure to provide the Cost Proposal in this format may result in disqualification of the RFP.

3.4 CERTIFICATION

All proposals must include the following certification, signed by an authorized representative of the Proposer 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 RFP 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) **Submittals must be received no later than 2:00 p.m. CDT on November 17, 2022.** 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 RFP shall be in writing labeled "Proposal for MORGAN COUNTY RENOVATIONS" and directed to:

Morgan County Commission  
Attn: Julie M. Reeves, Chief Administrative Officer  
302 Lee Street NE  
Decatur, AL 35601

- 1) Proposer is responsible for ensuring that the outside package is appropriately labeled. Packages that are prematurely opened prior to the Opening Date 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, one (1) hard copy of the submittal response, and one (1) electronic 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 should be in two (2) separate packages: a technical proposal and a cost proposal, as defined in Section 3.3. Failure to provide the cost proposal in a separately, sealed package may result in disqualification. If possible, the technical package should be bound in a single volume. The Cost Proposal must be provided utilizing the form provided as Attachment 3. A copy of Attachment 3 in .xls format is also available on Morgan County's website, <https://morgancounty-al.gov/departments-services/accounting-finance-purchasing/>.
- c) In order to be considered for selection, Proposer shall submit a complete response to this RFP. 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 RFP. 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 RFP. 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 RFP 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 November 17, 2022, at 2:00 p.m. CT. No oral modifications will be allowed. Such requests must be addressed and labeled in the same manner as the original response to the RFP and plainly marked "Modification to, or Withdrawal of, Proposal". Only written requests received by the County prior to November 17, 2022, at 2:00 p.m. CT will be accepted.

#### 4.4 PROPOSAL OPENING

Vendor proposals will be opened on November 18, 2022, at 3:00 p.m. CT. at 302 Lee St NE, Decatur, AL 35601. Only the names of Vendors who submitted proposals will be announced. No questions will be answered.

#### 4.5 EVALUATION CRITERIA

a) The County will evaluate all proposals using the criteria outlined in the table below.

Criteria	RFP Reference	Percentage
Registration Information*	3.3.a.4	
Project-specific qualifications	3.3.a.5	35%
References	3.3.a.6	10%
Statement of Qualifications	3.3.a.8	40%
Fee Schedule	3.b	15%

\*Failure to provide information pursuant to Section 3.A.4 consistent with Alabama law will result in disqualification of the proposal.

- b) 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.
- c) Proposals found to be technically or substantially non-responsive at any point in the evaluation process may be rejected and not considered further.
- d) Following a determination that the technical proposal demonstrates that the firm is qualified to perform the work, the cost proposal will be opened. If the County determines that the firm is not qualified to perform the project based upon the criteria above, the cost proposal will be returned unopened.

#### 4.6 ORAL INTERVIEWS

The County may, at its sole option, elect to require oral presentation(s) by Proposers being considered for award. This provides an opportunity for the County to ask questions and Proposers to clarify or elaborate on their proposals. This is a fact-finding and explanation session only and does not include negotiation. Should the County elect to allow presentations, the County reserves the right to amend the above scoring percentage to accommodate for the presentation.

#### 4.7 FINAL SELECTION

The County Commission shall make the final selection of a Proposer with whom the County is authorized to negotiate a contract.

#### 4.8 PUBLIC RECORDS

Only the final results of the County will be considered public. Any work papers, individual evaluator or consultant comments, notes, or scores are not open. The final results will not be publicly available until a final contract has been negotiated and received all necessary approvals.

#### 4.9 NOTICE OF AWARD

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

#### 4.10 CONTRACT NEGOTIATION

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

#### 4.11 CONTRACT EXECUTION

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

## Attachment 1 Minimum Legal Requirements

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. Architects and engineers should review and adhere to these guidelines as appropriate to their project type.

Section 41-16-5 of the Code of Alabama 1975 imposes conditions on the award of County contracts. The firm 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.

Proposer 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 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. Proposer shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this project.

Federal regulations applicable to the resulting contract may 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. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension Nonprocurement), 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.
3. New Restrictions on Lobbying, 31 C.F.R. Part 21. Proposer 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.
4. Generally applicable federal environmental laws and regulations. Proposer must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). All violations must be reported to the County, Treasury, and the Regional Office of the Environmental Protection Agency.

Statutes and regulations prohibiting discrimination applicable to the resulting contract 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. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
3. 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;
4. 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
5. 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.

Proposer 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.

Proposer 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, Proposer 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.

Proposers 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 FR 19217 (April 18, 1997), Proposer should encourage its contractors 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 FR 51225 (Oct. 6, 2009), Proposer should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Proposer should establish workplace safety policies to decrease accidents caused by distracted drivers.

*The following language must also be included in any bid or contract documents provided by the Proposer:*

#### ARPA Specific Specifications for Construction Projects

1. Contractor agrees to abide by the minimum legal requirements included in Attachment 1.
2. Contractor must use strong labor standards, including payment of a competitive and prevailing wage in the county.
3. Contractor must adopt and follow high safety standards and provide training based upon the appropriate licensures, certifications, and industry standards.
4. Contractor should prioritize local hiring consistent with the racial, gender, geographic, urban, rural, and economic diversity of the County.
5. For contracts/subcontracts over \$100,000, work performed by mechanics and laborers is 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 workweek 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.



## Attachment 2 Compliance Forms

### COMPLIANCE WITH ACT 2016-312

In compliance with Act 2016-312, the Architectural/Engineering team 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 responding to this RFP, Proposer must provide a copy of the CERTIFICATE OF COMPLIANCE WITH ACT 2016-312. A copy of the form is attached hereto.

### COMPLIANCE WITH ALABAMA IMMIGRATION LAW AND E-VERIFY MOU

Section 31-13-9 of the Code of Alabama (Alabama Immigration Law) imposes conditions on the award of state 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 signing any future 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 contract and shall be responsible for all damages resulting therefrom. In responding to this RFP, the Proposer must provide a copy of its Beason-Hammon Certificate and a copy of E-Verify MOU entered into with the Department of Homeland Security. Architectural/Engineering firms should review and adhere to these guidelines as appropriate to their project type. The Beason-Hammon Certificate of Compliance is available online at <https://www.alabamaag.gov/forms>.

### W-9

Proposer 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>.

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

## Request for Taxpayer Identification Number and Certification

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>																						
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### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

Attachment 3  
Cost Proposal Form

(A copy of this form is available in .xls format on Morgan County's website, <https://morgancounty-al.gov/departments-services/accounting-finance-purchasing>.)

**Attachment 3 - Cost Proposal**

**Instructions**

- 1) Proposer must utilize this form to provide its cost proposal. Failure to do so may result in disqualification of the proposal.
- 2) In providing its cost for architectural services, Proposer should strive to provide a fee structure that is competitive with the same rates approved by the State of Alabama Department of Finance. For the purposes of this analysis, the County will evaluate the fee as it relates to Building Group III for projects \$8,000,001 to \$10,000,000.
- 3) The fee for architectural services should be quoted as percentage of the total project. This fee percentage must be inclusive of any additional work associated with design review and updating for renovation projects.
- 4) Provide the hourly rate for the positions listed below. For additional positions, please specify the position under the "other" category.
- 5) Provide a single fee for a energy savings assessment report. If the County elects not to proceed with the project, this fee will be paid to cover those services. If the County elects to proceed with the project, this fee should be included in the overall design fee based upon the percentage quoted by the Proposer.
- 6) Provide a monthly rate for construction management services.

<b>PROPOSED FEE FOR DESIGN SERVICES</b>		
<b>COST OF THE WORK</b>	<b>FEE IN PERCENTAGE</b>	<b>PROPOSED FEE PERCENTAGE</b>
	<b>STATE RATE WITH RENOVATION ALLOWANCE</b>	
\$8,000,001 to \$10,000,000	6.1	

<b>HOURLY BILLING RATES FOR FIRM PERSONNEL BY POSITION, INCLUDING SUBCONTRACTORS</b>		
	<b>POSITION</b>	<b>HOURLY RATE</b>
	Architect	
	Principal	
	Senior Architect	
	Architect	
	Interior Designer	
	<b>Mechanical Engineer</b>	
	Principal	
	Senior Engineer	
	Engineer	
	Inspector/Surveyor	

<b>Electrical Engineer</b>		
Principal		
Senior Engineer		
Engineer		
<b>General/Administrative</b>		
Specification Writer/Drafter		
Project Manager		
Contract Manager		
CADD Technician		
Administrative		
<b>Other</b>		
Specify		
Specify		
Specify		
Specify		
Specify		
Specify		

<b>PROJECT/CONSTRUCTION MANAGEMENT (OPTIONAL SERVICE)</b>	
MONTHLY RATE DURING CONSTRUCTION PHASE	