

INVITATION TO BID

Conecuh County Jail Shower Upgrades

CONECUH COUNTY COMMISSION

Section I – Invitation to Bid

A. NOTICE OF BID OPENING

NOTICE IS HEREBY GIVEN that Conecuh County, Alabama (County), shall receive and open bids for renovations to the Conecuh County Jail solicited by this Invitation to Bid (ITB). This bid shall be governed by Title 39 of Alabama Code (1975), the Public Works Law. Bidders shall be required to comply with the provisions Title 39 regardless of if the requirement is explicitly detailed in the bid proposal or not.

Time is of the essence in submitting bids and only bids received by 9:00 am on Tuesday, October 24, 2023, will be opened and considered. All bids should be mailed to:

**Conecuh County Commission
Attn: Stephanie Brown
111 Court Street
Evergreen, Alabama 36401**

Bids will be publicly opened at the Conecuh County Commission Office located at 111 Court Street, Evergreen, Alabama 36401, at 10:00 pm Central Time on Tuesday, October 24, 2023. Bidders and any other interested individuals are invited to attend the bid opening.

B. PROJECT DESCRIPTION

This project is for the renovation and updating of showers at the Conecuh County Jail, located at 104 Liberty Street, Evergreen, AL, 36401. The updates include installing new plumbing fixtures, coatings existing showers and walls, replacing ceilings, replacing LED light fixtures and repair of detention door locks. Additional specifications of the project are included in Section II below. The County is taking bids for labor, equipment, materials, and any incidentals required to renovate this area.

C. THE INVITATION PACKAGE

1. The bid invitation package includes this ITB and all attachments and addenda thereto. Any addenda will be posted on the County's partner website provided by the Association of County Commissions of Alabama website at <https://www.alabamacounties.org/iacprogram/iac-bidding-opportunities/>, by no later than 72 hours prior to the bid deadline. Bidders should verify on the bid form that they have received all pages of the invitation package and addenda, if any. If there are any omissions, the bidder should contact Stephanie Brown, County Administrator at sbrown@conecuhcounty.us 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.

2. Bidders should carefully read and comply with all parts of the invitation package, including all attachments and/or any addenda.

D. BID BOND

Consistent with Alabama Code (1975) § 39-2-4(a), the bidder shall be required to file with his or her bid either a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, payable to the Conecuh County for an amount not less than five percent of the of the contractor's bid, but in no event more than ten thousand dollars (\$10,000).

E. PREBID CONFERENCE

A mandatory pre-bid conference will be held at 1:00 pm Central Time on Tuesday, October 10, 2023, at the courthouse located at 111 Court Street, Evergreen, Alabama 36401. The purpose of the site visit is to allow bidders to inspect the areas relating to this ITB to provide the Bidder with sufficient information needed to make an informed bid. Bidder will be required to sign-in to verify attendance. **Bidders who do not sign in at the Prebid conference will not be considered for the award.**

F. CONTACT REGARDING BIDS AND INVITATION

1. Contact initiated by a potential bidder with any County official or County employee shall only be as specifically set out in this Section.
2. All correspondence shall be designated to the County's designated point of contact, Stephanie Brown, in writing via email at sbrown@conecuhcounty.us with the subject "ITB – JAIL SHOWER RENOVATIONS" Bidder may only rely upon representations made in writing, by way of notice or addendum of this ITB.
3. All communications should be limited to the following:
 - a. Any questions or problems related to downloading or obtaining copies of this ITB or the specifications;
 - b. To request an appointment to review a hard copy of this ITB and the bid specifications;
 - c. To request an appointment to review bid specifications or plans following the bid opening; however, this shall not be an opportunity to ask questions relating to this Bid and no responses will be provided;
 - d. To ask questions or request additional information regarding this ITB or the specifications. All questions shall be submitted no later than 3:00 pm Central Time on Tuesday, October 17, 2023. Responses, if appropriate, will be posted on the Association of County Commissions of Alabama website at <https://www.alabamacounties.org/iacprogram/iac-bidding-opportunities/>, by close of business on Friday, October 20, 2023.
 - e. To offer a substitute for any item listed in this ITB, a full description of the item(s) offered as substitutes shall be submitted by 3:00 pm Central Time on October 17, 2023.

The County will issue an addendum, if necessary, by posting the same on the County's partner website provided by the Association of County Commissions of Alabama website at

<https://www.alabamacounties.org/iacprogram/iac-bidding-opportunities/>, by no later than 72 hours prior to the bid deadline. Each bidder shall include a copy of the addendum with his/her signature indicating they had received the addendum when submitting their bid. If no addendum is issued, the substitute will not be considered in determining the lowest responsible bidder.

4. Other than as provided in this Section, 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.**

G. BID SPECIFICATIONS

1. Plans and specifications for the improvement are included in Section II of this ITB, and are also on file for examination at 111 Court Street, Evergreen, Alabama 36401. Bidders wishing to review the plans and specifications in person may do so during normal business hours by submitting a request to the County's point of contact pursuant to Section I(F) of this ITB.
2. 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.

H. BIDDER QUALIFICATIONS

All bidders and all program participants must be in compliance with any applicable federal, state, county and municipal laws, regulations, resolutions and ordinances including, but not limited to, licensing, permitting, and taxation requirements. All bidders should be prepared to submit evidence or documentation as proof that they are properly licensed and permitted under any applicable laws upon request. Such evidence or documentation may be submitted with the bid. **Bidder must provide its contractor's license number on the Bid Form and on the outside of the bid envelope.**

I. BID EVALUATION AND BID AWARD

1. The Conecuh County Commission (Commission) will serve as the awarding authority for all bids and will award all contracts at a regular meeting of the Commission.
2. All bids will be reviewed and evaluated by County staff member(s), 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.
3. Any and all bids submitted in compliance with this ITB shall be considered. Consistent with Alabama Code (1975) § 39-2-6(a), the contract shall be awarded to the lowest responsible and responsive bidder as determined by the Commission, unless the Commission finds that all the bids are unreasonable or that it is not to the interest of the County to accept any of the bids. A responsible bidder is one who, among other qualities determined necessary for performance, is

competent, experienced, and financially able to perform the contract. A responsive bidder is one who submits a bid that complies with the terms and conditions of this ITB and in compliance with County's American Rescue Plan Act (ARPA) award, as applicable. Minor irregularities in the bid shall not defeat responsiveness.

4. Failure to bid on all lines will disqualify Bidder. Only one Bidder will be selected for all goods and services.
5. The Commission 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, to terminate this bid, or to amend this bid, or take any other action deemed by the Commission to be in the best interest of the County and solely at its discretion.
6. Award will be made at the next regularly scheduled meeting of the Conecuh County Commission following the bid opening, and the apparent successful bidder will be notified in writing.
7. Within fifteen (15) days following receipt of notice of bid award, Bidder will be required to provide all necessary performance and payment bonds and proof of insurance as well as a signed contract as required by the Public Works Law. See Section I(N) of this ITB for additional information. The contract shall be in substantially the same format as included in this ITB.

J. NOTICE OF FEDERAL FUNDING

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 Fiscal Recovery Funds (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.

K. PREPARING AND SUBMITTING BIDS

1. 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.
2. The Bid Submittal Form and all required documentation shall be forwarded to Conecuh County Commission, clearly marked on the outside of the envelope as "ITB JAIL SHOWER UPGRADES – CONFIDENTIAL BID." 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.
3. All bids must be received prior to the bid opening. Bids received after the deadline will be returned unopened.
4. Bidders may submit modifications or changes to the bids, provided any such modification is

marked as such and is received prior to the bid opening.

L. CONTENT OF BIDS

1. 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.
2. 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. Bidder must include its contractor's license number on the Bid Form.
3. Cashier's Check or Bid Bond consistent with Alabama Code (1975) § 39-2-4(a).
4. Consistent with Alabama law, the following forms are also required as part of the bid package:
 - a. Bidder must provide a copy of the CERTIFICATE OF COMPLIANCE WITH ACT 2016-312.
 - b. Bidder must provide a copy of its Beason-Hammon Certificate. The Beason-Hammon Certificate of Compliance is available online at <https://www.alabamagov/forms>.
 - c. Bidder must provide a copy of E-Verify MOU entered into with the Department of Homeland Security. This can be accessed once logged in to E-verify.
 - d. 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>.
 - e. Bidder must provide a copy of the Byrd Anti-Lobbying Certificate, as well as a copy of the same certification for known subcontractors expecting to receive \$100,000 or more of funds to perform work for this project. Bidder, if selected, is under an ongoing obligation to provide a copy of this certification for any such subcontractor once identified.

For your convenience, copies of these forms, with the exclusion of the E-verify MOU, are also included as Attachment 3.

5. Signed copy of any addenda, as applicable.

M. 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:

1. 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.

2. 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.
3. In compliance with Ala. Act No. 2023-409, by signing this contract, Supplier provides written verification that Supplier, 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.
4. 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.
5. Federal regulations that are applicable to the County's ARPA award and may be applicable to this ITB include, without limitation, the following:
 - a. 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.
 - b. New Restrictions on Lobbying. Contractor 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.
 - c. Generally applicable federal environmental laws and regulations. Contractor 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.
 - d. Generally applicable anti-discrimination laws and regulations, including protections for whistleblowers relating to the use of federal funds. This includes, but is not limited to, Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d, *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22; the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601, *et seq.*); Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794); the Age Discrimination Act of 1975, as amended (42 USC §§ 6101, *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23; Title II of the Americans

with Disabilities Act of 1990, as amended (42 USC §§ 12101, *et seq.*); and discrimination against whistleblowers consistent with 41 USC § 4712.

- e. 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 USC 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 USC Chapter 37; and
 - 2) when a violation of clause (1) occurs, the Contractor and any subcontractor responsible for the violation are liable—
 - i. to the affected employee for the employee's unpaid wages; and
 - ii. to the Government, the District of Columbia, or a territory for liquidated damages as provided in the contract.

N. BONDING, INSURANCE, AND LIABILITY

1. Consistent with Alabama Code (1975) § 39-1-1, successful bidder shall, before commencing the work, execute a performance bond, with penalty equal to 100 percent of the amount of the contract price. In addition, another bond, payable to the awarding authority letting the contract, shall be executed in an amount not less than 50 percent of the contract price, with the obligation that the contractor or contractors shall promptly make payments to all persons supplying labor, materials, or supplies for or in the prosecution of the work provided in the contract and for the payment of reasonable attorneys' fees incurred by successful claimants or plaintiffs in civil actions on the bond.
2. 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.
 - a. 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.
 - b. 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.

c. Policy Limits:

- i. 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 Conecuh County Commission, its officers, appointees, employees, and agents.

- ii. 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	\$750,000

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).

- iii. 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

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

- a. The County, its partners, or its agents 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.
- b. The Bidder shall further indemnify, defend, and hold the County, its partners, or its agents 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

A. RESERVATIONS AND INSTRUCTIONS

1. 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 requested as provided in Section I(F)(3)(e) above. The awarding authority, in its sole discretion, may accept these exceptions in whole or in part by way of addenda.
2. The requirements have been developed to allow the awarding authority to uniformly evaluate prices submitted for the products and services. 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. **As part of its bid, Bidder must include manufacturer's specifications/technical data and any certifications required pursuant to the specifications for each project intended to be used for this project.**
3. 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 and prior to installation.
4. All work must begin within fifteen (15) days of the notice to proceed. **Bidder must include an estimated construction timeframe (in working days or hours) for this Project.**

B. PROJECT SPECIFICATIONS

The scope of work for the Project includes the following:

- A. Base Bid: Work under this Contract to include furnishing all labor, materials, and equipment for removal of existing conditions to provide and install lock service work and shower upgrades.

The scope of work includes, but is not limited to the following:

1. General Work
 - a. Lock Service Work
 - i. Service and repair swinging detention door locks
 - ii. Provide an inventory of items that cannot be repaired and coordinate with owner.
 - iii. Include a \$10,000 aid to construct allowance
 - b. Detention Grade Shower Upgrades (12 ea)
 - i. Remove and dispose of existing ceilings.
 - ii. Install powder coated white detention grade security ceiling.
 - iii. Correct damaged furnishings (access hatches, grab bars, etc.)
 - iv. Furnish and install new wall mount ligature resistant detention grade shower fixtures (23 standard, 1 handicap).
 - v. Rework of plumbing (in wall, drain, etc.) if necessary.
 - vi. Grind shower walls and floors, patch areas damaged by grinding.

- vii. Epoxy coat shower walls and floors.
 - viii. Remove and dispose of existing light fixtures.
 - ix. Install new tamper proof and impact resistant detention grade 1'x2' LED light fixtures (4 ea)
 - c. Contractor to carry a \$50,000 aid to construct allowance in their bid to be utilized by the Owner for unforeseen conditions.
- B. Alternate: Shower Alternate - Float shower floor with concrete topping over existing tile after tile has been ground.

C. GENERAL REQUIREMENTS

1. Coordination. All work must be scheduled and coordinated with Stephanie Brown, or her designee, and shall be done in such a manner so as to limit interruption of county business to the greatest extent possible. Additionally, any portion of the work performed must be coordinated and scheduled with work of other trades affected that may impact installation, with particular attention given to mechanical and electrical work required to be installed and operating before ceiling and flooring work can begin.
2. Demolition. All demolished materials will be placed in a dumpster provided by the contractor. No demolished materials will be stored outside of the dumpster once removed from the building.
3. Material management. Materials must be delivered to the project site in original, unopened packages and stored in a fully enclosed space where they will be protected against damage from moisture, direct sunlight, surface contamination, or other potential damage. Bidder is responsible for materials prior to installation. All materials and fixtures must be on hand prior to beginning work.
4. Manufacturer Instructions. Except as otherwise indicated in this bid, all materials must be installed in accordance with approved manufacturer's instructions.
5. Project site must be cleaned following the completion of work each day work is performed, including disposal of all waste in a proper manner. At the end of the project, all surfaces exposed to dust or debris during the course of the project shall be wiped down and cleaned, including any wood-stained areas, and more in particular, the wood panel walls.
6. All safety regulations of both the owner and OSHA shall be adhered to completely.
7. Bidder must deliver stock of maintenance materials to Owner. Furnish maintenance materials from same manufactured lot as materials installed and enclosed in protective packaging with appropriate identifying labels. For acoustical tiles and laminate flooring, furnish not less than one box for each type, color, pattern, and size installed.

Attachment 1

BID SUBMITTAL FORM

Company Name: _____

Address: _____

Company Representative Name and Title : _____

Email address: _____ Phone: _____

License Number #: _____

By submitting this bid, we agree:

Initials

That the materials and any services provided meet the bid specifications.

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

That project provided from awarded bidder will be as described in this bid at the bid price.

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 bid includes a bid bond as required under Alabama law And 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 and payment bond and insurance certificate as required by this ITB and Alabama law.

That the bidder is not suspended or debarred from contracting pursuant to 2 C.F.R. §200.214 and will provide notice if that status changes during the contract term.

Signature of company representative submitting bid: _____

Title: _____

Attachment 2

BID FORM

Bidder Name: _____

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

Bidders are required to bid on total project.

Bid for General Scope to be performed pursuant to this ITB: \$ _____

Bid for Alternate flooring to be performed pursuant to this ITB: \$ _____

Estimated number of hours/working days (circle one) needed to complete this project: _____.

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

License Number

Attachment 3
REQUIRED 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 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

Form (Rev. October 2018) Department of the Treasury Internal Revenue Service	W-9	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
	▶ Go to www.irs.gov/FormW9 for instructions and the latest information.		
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 one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC		Exempt payee code (if any) _____
	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____		(Applies to accounts maintained outside the U.S.)
	<input type="checkbox"/> Other (see instructions) ▶ _____		
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 <i>How to get a TIN</i> , later.			
Social security number			
[][]-[][]-[][][][][][]			
or			
Employer identification number			
[][][][]-[][][][][][][][]			
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.			
Sign Here	Signature of U.S. person ▶		Date ▶
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 .			
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-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.			
Cat. No. 10231X		Form W-9 (Rev. 10-2018)	

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

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

Attachment 4
CONTRACT FORM

CONTRACT FOR PUBLIC WORKS PROJECT FOR JAIL SHOWER RENOVATIONS

THIS Contract, made and entered into this ____ day of _____, 2023, is by and between the Conecuh County Commission (the County) and _____ (the Contractor).

WHEREAS, consistent with the Public Works Law, codified under Title 39 of the Code of Alabama (1975), the County, issued and duly advertised an Invitation to Bid, which is adopted as if set forth herein as Exhibit A, soliciting bids for renovations to the Showers in the Conecuh County Jail (the Project); and

WHEREAS, on October 24, 2023, sealed bids for the Project were opened at the Conecuh County Commission Office; and

WHEREAS, the Contractor submitted a bid in response; and

WHEREAS, at a regularly scheduled Commission meeting of the County, the bid for the above-referenced Project was awarded to Contractor as the lowest responsible bidder having submitted the most responsive bid for this Project; and

WHEREAS, the County Commission is satisfied that the process and bids were in substantial compliance with the Public Works Law.

NOW, THEREFORE, the parties agree to enter into this Contract for all goods and services relating to this Project under the following terms and conditions:

1. The Contract shall consist of this Contract, and any attachments or addenda thereto, the Bid Document, the Notice to Contractor, any Plans and Specifications prepared by the Contractor and approved by the County, (collectively, the Contract Documents). The Contract Documents are hereby made a part of the Agreement as fully and to the same effect as the same had been set forth at length in this Contract. For the avoidance of doubt, the terms and conditions of the Bid Document including, without limitation, Section I(M), Minimum Legal Requirements, and Section I(N), Bonding, Insurance, and Liability, expressly apply to this Contract.
2. The Contractor shall furnish and deliver all the materials and to perform all the work and labor required for the demolition, construction, and installation of said materials as set for the in the scope of work provided in the Contract Documents, including specifically, Section II of the Bid Document and the Plans and Specifications. It is expressly understood that this Project includes:
 - I. General Work
 - a. Lock Service Work
 - i. Service and repair swinging detention door locks
 - ii. Provide an inventory of items that cannot be repaired and coordinate with owner.
 - iii. Include a \$10,000 aid to construct allowance

- b. Detention Grade Shower Upgrades (12 ea)
 - i. Remove and dispose of existing ceilings.
 - ii. Install powder coated white detention grade security ceiling.
 - iii. Correct damaged furnishings (access hatches, grab bars, etc.)
 - iv. Furnish and install new wall mount ligature resistant detention grade shower fixtures (23 standard, 1 handicap).
 - v. Rework of plumbing (in wall, drain, etc.) if necessary.
 - vi. Grind shower walls and floors, patch areas damaged by grinding.
 - vii. Epoxy coat shower walls and floors.
 - viii. Remove and dispose of existing light fixtures.
 - ix. Install new tamper proof and impact resistant detention grade 1'x2' LED light fixtures (4 ea)
- c. Contractor to carry a \$50,000 aid to construct allowance in their bid to be utilized by the Owner for unforeseen conditions.
- d. Conformance with the General Requirements.

II. Alternates

- a. Shower Alternate
 - i. Float shower floor with concrete topping over existing tile after tile has been ground.

- 3. The total cost of all materials, resources, and work for the project as set forth in Paragraph 2 shall not exceed \$_____.
- 4. Unless otherwise directed in writing, the Contractor shall commence work ____ days following the execution of this Contract. The Contractor hereby agrees to complete work within ____ days. All work shall be performed in such a manner as to limit the disruption to the County's normal operations.
- 5. All work shall be done in accordance with the laws of the State of Alabama under the direct supervision, and to the entire satisfaction of, the County Administrator or her designee.
- 6. The County agrees and promises to pay the Contractor for said work performed in compliance with the provisions of the Alabama Code (1975) §39-2-12, when completed in accordance with the provisions of this Contract, upon presentation of proper certificates approved by the County and pursuant to the terms of the Contract.
- 7. The decision of the County Administrator upon any question connected with the execution of this Contract, or any failure or delay in the prosecution of the work by the Contractor, shall be final and conclusive.
- 8. All notices, reporting, or other communication required under the terms of this Contract shall be submitted to following, postage prepaid, as follows:

<p>For the County: Conecuh County Commission Stephanie Brown 111 Court Street Evergreen, Alabama 36401</p>	<p>For the Contractor:</p>
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9. It is expressly understood that all or part of the cost of this contract may be made utilizing the participating county's American Rescue Plan Act ("ARPA") funds. Contractor certifies that it is not debarred or suspended from receiving federal funds and has an ongoing obligation to promptly report any such debarment or suspension to the Association should it arise during the term of this contract, including any renewal period. Any such debarment or suspension shall be cause for termination of this contract.
10. If any portion of this contract is held to be invalid by a court of competent jurisdiction, the offending portion of the contract shall be stricken, and the remaining terms and conditions shall remain in full force and effect.

Executed on this the ____ day of _____ 2023.

Conecuh County Commission

Contractor _____

Chair of the Commission

Printed Name and Title

ATTEST
Stephanie Brown, County Administrator

Signature