

CULLMAN COUNTY, ALABAMA

Request for Proposals Number 2023-01 Engineering Services for Water and Sewer Infrastructure Projects

Released January 13, 2023

Deadline February 20, 2023

ALN: 21.027

FAIN No.: SLFRP2159

Section I Introduction

1.1 REQUEST FOR PROPOSAL (RFP)

The Cullman County Commission ("County") is requesting proposals from qualified engineers licensed in the state of Alabama to provide Preliminary Engineering Reports ("PERs"), as requested, to determine eligibility and full Engineering and Design services for eligible updates to the County's water/sewer infrastructure. The County wishes to select one (1) firm to handle the full scope of services for various projects. 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 needs services relating to the projects listed below. Based upon advice from the successful Proposer, these projects may be combined or separated in the best interest of the County, as determined at the sole discretion of the County.

- a) County Road 565 Pipe Replacement/Expansion – This project involves the replacement of a failed/failing line to circulate the system and improve water quality to existing citizens as well a potentially accounting for future growth to the area. This project should also reduce flushing and costs relating to pumping.
- b) I-65 Pipe Replacement/Expansion Project – Replacement of a 12-inch line with a 16-in line to increase capacity for growth to western Cullman County.
- c) Other Projects – The County may, at its discretion, request similar services on other projects it may elect to pursue during the term of the resulting contract.

In order to determine eligibility of these projects for funding through the County's American Rescue Plan Act ("ARPA") award, PERs demonstrating need and feasibility may be requested before the project proceeds to the design phase. Once deemed eligible, and approved by the County to proceed, the County will engage the successful Proposer to complete the full design work on the project(s). A PER requested on any or all of these projects for the purposes of determining eligibility and whether to proceed with the project. To the extent the project involves potential growth relating to future development, the Preliminary Engineering Report should also assess the immediacy of the need and sustainability based upon projected and planned growth as required by the United States Department of Treasury's ("Treasury") Final Rule published January 6, 2022.

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.

1.3 CONSTRUCTION BUDGET

The approximate construction budgets for these projects will be ascertained through PERs.

1.4 PROPOSED PROJECT SCHEDULE

The following is an estimated proposed schedule:

RFP for Architectural Services Released	January 13, 2023
Deadline for Questions	February 1, 2023, at 1:00 pm CT
County's Response to Questions	February 8, 2023
Proposals for A/E Services Due	February 20, 2023, at 2:00 pm CT
Proposal Opening	February 21, 2023, at 10:00 am CT
Selection and Notification of A/E	March 21, 2023

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 these projects. 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, Randall Waldrep, Director, Cullman County Water Department, at rwaldrep@co.cullman.al.us. The subject matter should read: "Questions for the Cullman County Commission, WATER/SEWER RFP."

Questions must be received by 1:00 p.m. Central Time (CT), on February 1, 2023. If appropriate, the

County will post answers to questions on its website, <http://www.co.cullman.al.us/commission.html#bids>. For technical assistance or instruction as to the proposal submission, he may be reached at (256) 734-2900; 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. The County reserves the right to extend the term of any agreement to allow for additional projects.

2.2 PROPOSAL AND CONTRACT INTERPRETATION

No interpretation of any provision of the 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 assessments and PERs and full engineering and design services for the eligible and approved 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 expertise and knowledge of COVID-19 mitigation requirements in accordance with CDC guidelines and other authoritative sources.

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; and
 - d. 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 four (4) total projects as follows: Projects 1-3 must demonstrate Proposer's experience with water/sewer infrastructure, including understanding of pertinent CDC guidance; and Project 4 should demonstrate Proposer's project management experience for a project similar in size, cost, and scope. Only the first four projects submitted will be evaluated by the Committee based upon the subject matter as provided in this subsection.
 - b. 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 County intends to negotiate a fee structure similar to the current schedule adopted by the Alabama Department of Finance for design services for state contracts. See Attachment 3 for additional details. In a separately sealed envelope, Proposer should include a Cost Proposal containing the following:
 - 1) Proposer should include a list of reimbursable costs and associated fees above the scope of the professional services provided by the Proposer.
 - 2) The Proposer shall provide a monthly cost for project management services as part of its proposal.

Failure to provide a Cost Proposal may result in disqualification of the RFP.

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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. CT on February 20, 2023.** 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 WATER/SEWER RFP" and directed to:

Cullman County Commission
Attn: Randall Waldrep
Cullman County Courthouse
500 2nd Ave SW, Room 105
Cullman, AL 35055

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 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.

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 February

20, 2023, 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 February 20, 2023, at 2:00 p.m. CT will be accepted.

4.4 PROPOSAL OPENING

Vendor proposals will be opened on February 21, 2023, at 10:00 a.m. at the Cullman County Courthouse. 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	40%
References	3.3.a.6	10%
Form Contract	3.3.a.7	2%
Statement of Qualifications	3.3.a.8	40%
State Required Forms	3.3.a.9	3%
Cost Proposal	3.b	5%

*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.

To facilitate negotiations, the apparent selected Proposer will be required to submit a Cost Proposal utilizing the form provided in Attachment 3 within three business days of notice of intent to negotiate. If the County is not satisfied with the proposed cost, the County reserves the right to continue negotiations or to terminate negotiations and proceed with the next most qualified Proposer. The Cost Proposal includes the following information:

- 1) Fee Schedule. The proposed fee schedule should be competitive with current rates published by the Alabama Department of Finance.
- 2) Hourly Billing Rates. Please provide hourly billing rates by firm personnel.
- 3) Reimbursable Costs. Please provide fees for all reimbursable items. Note: this must be consistent with the information provided in the Cost Proposal.
- 4) Program Management. Please provide a monthly fee for program management services. Note: this must be consistent with the information provided in the Cost Proposal.

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.

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 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. 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.
4. Generally applicable federal environmental laws and regulations. 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.
- 5.

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), Recipient 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), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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

Specifications for Construction Projects

1. Contractor agrees to abide by the minimum legal requirements included in Attachment 1.
2. 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. In addition to other forms required in this RFP, Contractors will also be required to provide a CERTIFICATE OF COMPLIANCE WITH ACT 2016-312, included for convenience as part of Attachment 2.
3. Contract must use strong labor standards, including payment of a competitive and prevailing wage in the county.
4. Contractor must adopt and follow high safety standards and provide training based upon the appropriate licensures, certifications, and industry standards.
5. Contractor should prioritize local hiring consistent with the racial, gender, geographic, urban, rural, and economic diversity of the County.
6. 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 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. 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>.

Additionally, Proposer must provide a copy of E-Verify MOU entered into with the Department of Homeland Security, which can be printed from Proposer's business entity screen once logged into the E-verify system. The website used by the Department of Homeland security is <https://www.e-verify.gov/>.

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>.

COMPLIANCE WITH BYRD ANTI-LOBBYING ACT

Proposer must certify that 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.

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.

Copies of these forms, with the exception of the E-verify MOU, are also attached hereto for convenience.

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**

**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.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>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.</p> <p><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</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: 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 not 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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/> <hr/>

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.

Social security number										
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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.

Sign Here	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.

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.

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

Attachment 3
Cost Proposal Form

