

JACKSON COUNTY
INVITATION TO BID 2024-ARPA-17-09
SHERIFF'S PATROL AND RESCUE BOAT
Section I - Invitation to Bid

A. NOTICE OF BID OPENING

NOTICE IS HEREBY GIVEN that Jackson County, Alabama (County), shall receive and open bids for the purchase of a patrol and rescue boat as solicited by this Invitation to Bid (ITB).

All bids must be provided to the County by no later than **2:00 PM CT on Tuesday, October 22, 2024**. All bids should be mailed or hand-delivered to:

Jackson County Commission
Attn: Misty Perkins
102 East Laurel Street, Suite 47
Scottsboro, AL 35768

Bids will be opened at the above-referenced location at by 2:00 PM on Tuesday, October 22, 2024. Only bids received by that time will be opened and considered. Bidders and any other interested individuals are invited to attend the bid opening.

B. PROJECT BACKGROUND

The County intends to purchase a patrol and rescue boat for the Jackson County Sheriff's Office. The County is seeking a qualified vendor to provide the product(s) as requested. **Additional details are set forth in Section II, *Bid Specifications*.**

C. THE INVITATION PACKAGE

The bid invitation package for the Sheriff's patrol and rescue boat includes this ITB and all attachments and addenda thereto. Bidders should verify that they have received all pages of the invitation package. If there are any omissions, the bidder should contact Misty Perkins at mistyperkins@jcch.net. It is the responsibility of the bidder to make this request in sufficient time to prepare and submit the bid in time for the bid opening.

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

D. CONTACT REGARDING BIDS AND INVITATION

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

Any questions or problems related to downloading or obtaining copies of this ITB or the specifications should be directed to Misty Perkins at mistyperkins@jcch.net. Any other questions or requests for additional information regarding this invitation or the specifications shall be submitted **in writing via email** no later than 12:00 pm CT seven (7) business days prior to bid opening, and labeled as "ITB 2024-ARPA-17-09: Sheriff's Patrol and Rescue Boat". The County may, if appropriate and at its sole discretion, issue a response in writing, which will be made available on the County's website no later than five (5) business days prior to the bid opening. Bidder may only rely upon representations made in writing, by way of notice or addendum of this ITB.

There shall be no communication with any County official, County employee, Sheriff, or Sheriff employee regarding this bid between the date of this invitation and the date of bid award.

Any other contact with a County official, employee, Sheriff, or Sheriff 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.

E. BID SPECIFICATIONS

The specifications for the patrol and rescue boat are included in Section II below. Any use of specific names and/or model numbers in the attached specifications is not intended to restrict the bidder or any seller or manufacturer, but is included solely for the purpose of indicating the type, size, and quality of materials, product services, or equipment considered best adapted to the use of the County. The County will consider equivalent products or alternate products, provided that the proposed solution has all wanted features and functionalities.

F. BIDDER QUALIFICATIONS

All bidders should submit evidence or documentation that they are duly qualified to provide products and services under this agreement. Bidders must meet the following qualifications:

- 1) Bidder must be properly registered, or show a submitted application for registration, to do business in the state of Alabama through the Alabama Secretary of State's Office.
- 2) Bidder must certify that the products and services provided meet the bid specifications.
- 3) Bidder must be an authorized dealer for products proposed.
- 4) Bidder must be eligible to receive federal funds, and has not otherwise been debarred or suspended from doing so.

G. BID EVALUATION

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

All bids will be reviewed and evaluated by a committee created for that purpose, which 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.

Any and all bids submitted in compliance with this ITB shall be considered, and award will be made to the lowest responsible bidder meeting bid specifications as determined by the awarding authority in

compliance with Alabama law and the County's American Rescue Plan Act (ARPA) award, as applicable. Only one Bidder will be selected for all goods and services.

The awarding authority reserves the right to reject any and all bids, to waive any informality in bids, to accept in whole or in part such bid or bids, to cancel this ITB, or to take any action consistent with law deemed to be in the best interest of the County, each solely at its discretion.

H. BID AWARD

Following approval from the Commission, the County will issue a purchase order to the lowest, responsive bidder. Should the County determine, in its sole discretion, during that time that the apparent awarded Bidder is not a bona fide responsible bidder capable of meeting the requirements of this ITB substantially consistent with the submitted Bid, the County will rescind the contract award and reserves the right to enter into negotiations with the responsible bidder with the lowest cost bid.

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

I. BID COSTS

The County will not be liable for any cost incurred by the Bidder in preparing responses to this ITB or negotiations with the apparent successful bidder including, without limitation, costs associated with any site visit or travel.

J. PREPARING AND SUBMITTING BIDS

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

The Bid Submittal Form and all required documentation shall be forwarded to the designated address with "ITB 2024-ARPA-17-09: Sheriff's Patrol and Rescue Boat" clearly marked on the outside of the envelope. 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. Facsimiles, emails, and oral bids will not be accepted.

All bids must be received at the Jackson County Commission, 102 E Laurel St. Suite 47, Scottsboro, AL 35768 prior to the bid opening on 2:00 PM CT on Tuesday, October 22, 2024. Bids received after the deadline will be returned unopened.

The successful bidder will be required to provide a performance guarantee; however, **no bid bond is required for this bid offering.**

K. CONTENT OF BIDS

The completed Bid Submittal Form (Attachment 1) shall be placed in front of and separated from all other documents included in the bid packet, such that it will be the first document viewed upon

opening the bid packet.

The Bid Form (Attachment 2) must be used to provide the bidder's firm, fixed cost for goods.

Consistent with Alabama law and federal regulations, the following documentation is also required as part of the bid package:

- Bidder must provide a copy of the CERTIFICATE OF COMPLIANCE WITH ACT 2016-312.
- Bidder must provide a copy of its Beason-Hammon Certificate. The Beason-Hammon Certificate of Compliance is available online at <https://www.alabamaag.gov/forms>.
- Bidder must provide a copy of its W-9. A Form W-9 is available online at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.
- If the resulting contract is expected to be \$100,000 or more, Bidder must provide certification of compliance with New Restrictions on Lobbying pursuant to 31 C.F.R. Part 21.
- Bidder must provide a copy of the CERTIFICATE OF COMPLIANCE WITH ACT 2023-409. *For your convenience, copies of these forms are also included as Attachment 3.*
- Bidder must provide its E-Verify MOU entered into with the Department of Homeland Security. This can be printed from the Bidder's business screen once logged on to the Everify website, <https://www.e-verify.gov/>.

The bid package must include documentation verifying that Bidder is qualified as required by Section I(F) of this ITB.

The bid package must also include documentation as requested in the bid specifications in Section II below.

L. MINIMUM LEGAL REQUIREMENTS

Bidders shall be compliant with all relevant federal, state, and local laws, regulations, and ordinances in the performance of this contract, and shall take prompt action in the event of noncompliance. With respect to conflicts of law principles, Alabama law shall apply to the services provided pursuant to this ITB. Applicable laws relating to this contract may include, but are not limited to, the following:

Section 31-13-1, *et seq.*, of the Code of Alabama 1975 imposes conditions on the award of county contracts. Firms must agree to fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. By submitting a bid, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

In compliance with Ala. Act No. 2023-409, by signing the resulting contract, bidder provides written verification that bidder, 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.

The parties agree to comply with any applicable federal, state, and local laws and policies and procedures. It is understood that this project is being funded, at least in part, with American Rescue Plan Act (ARPA) revenue replacement funds granted to the County. As such, the parties agree to comply with applicable 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.

Federal regulations which are applicable to this Agreement include, without limitation, the following:

1. 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.
2. 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.
3. 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.
4. 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 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; 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; 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; 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; 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; and discrimination or retaliation against whistleblowers as provided in 41 U.S.C. § 4712.

Section II – Bid Specifications

A. GENERAL SPECIFICATIONS

All products and services shall meet or exceed specifications as outlined in this ITB as set out below. **Exceptions to the bid specifications must be included as a separate document attached to the Bid Submittal Form with a specific reference to the excepted criteria.** The awarding authority, in its sole discretion, may accept or reject these exceptions in whole or in part. 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. The Commission will consider equivalent products or alternate products provided that the proposed solution has all wanted features and functionalities. **If equivalent or alternate products are proposed, Bidder must provide documentation that the proposed product meets or exceeds the specifications of this ITB.**

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 boat must be delivered to the Jackson County Park Marina.** The selected bidder will be responsible for freight charges, risk of loss, or damages to the materials prior to delivery to preferred drop off location.

Selected Bidder will be responsible for providing all products and services associated with the project.

B. SCOPE OF WORK

Bidder must provide a patrol and rescue boat that meets the minimum specifications below. The requirements below have been developed to allow the awarding authority to uniformly evaluate prices submitted for the products and services.

ANTICIPATED NEEDS. The items listed in this section are the minimum mandatory requirements. Failure to meet these requirements shall disqualify the Bidder. **Bidders must meet or exceed all requirements listed below.**

1. Patrol and Rescue Boat

- a. 2023 or newer 21 Foot Boat Vexus 2180 CC (or equal)
- b. Aluminum Hull, Minimum .125 thickness wood free design, stretch formed
- c. Aluminum gunnels
- d. Skid resistant
- e. Polyuria interior
- f. Length: minimum 20', maximum 21'
- g. Beam width: minimum 95", maximum 100"
- h. Center console

- i. Multi-position leaning post style seat
 - j. Rear jump seats
 - k. Aluminum reinforced transom
 - l. Color: silver painted or clear coat.
2. **Motor**
- a. Yamaha F200 (or equal), four stroke outboard motor.
3. **Trailer**
- a. Galvanized or aluminum trailer with tandem axel including spare tire and mount.
4. **Additional Equipment**
- a. T-top (installed)
 - b. Standard LED navigation lights bow and stern
 - c. Horn
 - d. 750 GPH auto bilge pump
 - e. Remote drain plug system
 - f. 1 blue or red auxiliary light mounted on underside of T-top shining down on console
 - g. 4 LED emergency lights (Blue) with switch mounted on T-top (1 forward, 1 aft, 1 port, 1 starboard)
 - h. 4 LED work lights (white) with individual switches mounter on T-top (1 forward, 1 aft, 1 port 1 starboard)
 - i. Remote controlled spotlight mounted on front of bow
 - j. Handheld siren with speaker (wail, yelp, horn modes) speaker mounted on T-top forward
 - k. 2-12 volt electrical outlets on console
 - l. Single circuit battery switch
 - m. Heavy duty 12-volt marine battery
 - n. Lowrance Elite FS 9 (or equal) Sonar/GPS chart plotter combo with side and down scan imaging functions and transducer mounted. Include map card

covering all Alabama Waterways.

o. Fixed platform or ladder.

5. **Safety Equipment**

a. Fire Extinguisher

b. Type 4 Throwable Device

6. **Warranty**

A minimum 2-year hull and engine warranty. All repairs shall be made by the manufacturer or a Contractor who can provide written certification, by the manufacturer, that the equipment to be provided, pursuant to this offer, can be repaired by the Contractor.

The warranty shall cover failures due to defects in materials or workmanship that occur during normal use. In-warranty repairs, including all labor, parts, and materials, shall be provided at no cost and shall include pre-paid shipping to and from a service center located in the United States in lieu of onsite service.

Warranty support for the equipment **must be available in an on-call basis with a toll-free or local telephone number, twenty-four (24) hours a day, seven (7) days a week, including holidays.**

The bid package must include:

- **Current manufacturer's catalog or specifications of the boat to be provided, verifying compliance with the minimum standards listed above.**
- **Information detailing the type and availability in the maintenance and servicing of the equipment and any associated warranties;**
 - The proposed boat must be new, unused, and currently in production. It must be acceptable by the original equipment manufacturer for their maintenance.
 - At a minimum, equipment shall be warranted for a minimum of two (2) years. Warranty shall cover all parts, labor, and freight cost associated with repairs and/or replacement of defective equipment. Accidents, misuse, and negligence are not covered by this warranty. The warranty shall commence on the date the equipment is put into service by the County. Bidder will use whatever means required to facilitate this warranty, and will insure total satisfactory performance to the County.
 - Bidder should provide any additional warranties available on its products or services.
 - Bidder should provide a typical maintenance schedule associated with a patrol and rescue boat.

Bid pricing shall reflect the cost of the following:

1. **Equipment Price**

Attachment 1

BID SUBMITTAL FORM

BID ITEM: Sheriff's Patrol and Rescue Boat

Company Name: _____

Address: _____

Bid Submitted by: _____

(Name of company representative)

Title: _____

Email address: _____

Phone: _____

By submitting this bid, we agree:

Initials

That the product bid meets the bid specifications.

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

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

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

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

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

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

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

Signature of company representative submitting bid: _____

Title: _____

Attachment 2

BID FORM

Sheriff's Patrol and Rescue Boat

Bidder Name:

Bidders must include a single, fixed cost for a patrol and rescue boat meeting the minimum specifications as set forth in Section II of the Invitation to Bid. Delivery shall be F.O.B. destination, and shall include all costs associated with the purchase including, but not limited to, delivery fees.

FIRM, FIXED BID \$ _____

It is understood and agreed that the goods and/or services as specified herein are being furnished for the exclusive use of Jackson County Sheriff's Office. By signing below, bidder agrees to supply the goods and services at the prices bid above in accordance with the terms, conditions, and specifications of this ITB.

Submitted by:

Name (printed)

Signature

Date

Title

Attachment 3
REQUIRED FORMS

State of _____)
County of _____)

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

DATE: _____

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

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

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

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."

2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

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

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

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

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

___ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

___ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;

4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____, 20____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

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

WITNESS: _____

Printed Name of Witness

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

DATE: _____

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

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

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

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

Certified this _____ day of _____, 20__.

Name of Contractor/Grantee/Recipient

By: _____

Its: _____

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

Witness: _____

Printed Name of Witness

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number					
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or					
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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.

Anti-Lobbying Certificate
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