

RANDOLPH COUNTY
INVITATION TO BID
WHOLE BODY SECURITY SCANNER
Section I – Invitation to Bid

A. NOTICE OF BID OPENING

NOTICE IS HEREBY GIVEN that Randolph County, Alabama (County), shall receive and open bids for the purchase and installation of a scanner 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 November 7, 2024**. All bids should be mailed or hand-delivered to:

Randolph County Commission
ATTN: Travis Heard, Administrator
12 East Broad Street Southeast
PO Box 228
Wedowee, Alabama, 36278

Bids will be opened at the above-referenced location at by 2:00 pm CT on November 7, 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 new whole body security scanner for the Randolph County Jail, which is located at 340 Probilt Dr, Wedowee, AL 36278. On average, the jail houses approximately 72 male and 6 female inmates. The County is seeking a qualified vendor to provide the product and services, including technical assistance, as requested. Awarded vendor shall provide a complete turnkey solution and perform all duties for a fully functional system.

Bids should include installation, training, and documentation requirements required by applicable federal, state, and local standards. Additional details are set forth in Section II, *Bid Specifications*.

C. THE INVITATION PACKAGE

The bid invitation package for the whole body security scanner 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 Travis Heard at heardt@randolphcountyalabama.gov. 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 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.

Any questions or problems related to downloading or obtaining copies of this ITB or the specifications should be directed to Travis Heard at heardt@randolphcountyalabama.gov. 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: Whole Body Security Scanner." 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, <https://randolphcountyal.gov/current-bids/>, no later than five (5) days prior to the bid opening. Bidder may only rely upon representations made in writing, by way of notice or addendum of this ITB.

Other than as set forth herein, 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.

E. BID SPECIFICATIONS

The specifications for the whole body scanner 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 a certified partner of each component of the proposed solution, in good standing with manufacturer, and able to provide/supply all products and services proposed. **Please include documentation in the response packet.**
- 4) Bidder must be an authorized dealer for products proposed.
- 5) Bidder must be eligible to receive federal funds, and has not otherwise been debarred or suspended from doing so.

G. BID EVALUATION

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

All bids will be reviewed and evaluated by County staff, 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.

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 enter into a contract consistent with the terms and conditions listed herein with the apparent awarded Bidder. If the parties fail to reach an agreement in thirty (30) days, the County reserves the right to terminate the award.

The Contract will continue from the date of execution for three (3) years. 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 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: WHOLE BODY SECURITY SCANNER**" 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 Randolph County Commission, 102 E Laurel St. Suite 47, Scottsboro, AL 35768 prior to the bid opening on 2:00 p.m. CT on November 7, 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 and services. The cost shall remain firm for the duration of the bid term, including any agreed-upon renewals or extensions.

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 the resulting 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 Code of Alabama (1975) § 41-16-161, 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.

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.

By submitting a bid, Bidder certifies that it is not debarred or suspended from receiving federal funds consistent with 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). If, during the term of any resulting contract, the awarded vendor receives notice of any such debarment or suspension, the awarded vendor shall provide notice to the County.

Consistent with New Restrictions on Lobbying, 31 C.F.R. Part 21, by submitting a bid, Bidder certifies 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. If the contract, or any lower tier covered transactions (contracts and subcontracts) meet or exceed \$100,000, formal certificates must be provided consistent with the Byrd Anti-Lobbying Act.

Bidder 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.

Bidder agrees to comply with all generally applicable laws or regulations prohibiting discrimination on the basis of race, sex, gender, religion, national origin, sexual preference, or disability. Bidder must provide for applicable whistleblower protections as it relates to the expenditure of federal funds consistent with 41 U.S.C. § 4712.

M. INSURANCE AND LIABILITY

Under this section, the term "County" shall include the County; the Commission; and the officers, appointees, department heads, agents, and employees thereof. Before execution of the contract, Bidder shall provide a Certificate of Insurance showing compliance within the following policy limits:

- 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 Commission, the County, and its officers, appointees, employees, and agents.
- Commercial General Liability in the amount of \$500,000. Coverage must include, at a minimum: premises and operations; personal injury and advertising injury; independent contractors; blanket contractual liability; and property damage.
- Automobile Liability as required by state law.

With the exception of Worker's Compensation, all other policies must name the County as an additional insured. All policies must remain in full force and effect for the duration of the agreement, and shall provide that no policy may be terminated without providing thirty (30) days advanced notice to the County.

The County 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. The

Bidder shall further indemnify, defend, and hold the County 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. GENERAL SPECIFICATIONS

The requirements below have been developed to allow the awarding authority to uniformly evaluate prices submitted for the products and services. The items listed in this section are the minimum mandatory requirements, and are designed to ensure compatibility with the existing space and rules set forth by the jail. Failure to meet these requirements shall disqualify the Bidder. Bidder must meet or exceed all requirements listed 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. Exception to minimum legal terms and conditions or other regulatory requirements will not be accepted.** 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 selected bidder will be responsible for freight charges, risk of loss, or damages to the materials prior to delivery at the job site. Any materials stored at the job site shall be the resulting vendor's responsibility.

Bidder is responsible for providing professional workmanship in accordance with industry standards. Bidder shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. Bidder shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" or ANSI standards relating to radiation and all applicable state labor laws, regulations, and standards.

Selected Bidder will be responsible for providing all products and services associated with the project. In the event that Bidder must utilize subcontractors for all or part of the services, **detailed subcontractor information, including documentation demonstrating minimum qualifications, must be included in the Bid Package.** Subcontractors shall be held to the same standards as the resulting contract including, but not limited to, licensing/permitting, workmanship, quality, insurance, and legal compliance; however, Bidder shall be ultimately responsible for the performance of the resulting contract.

B. SCOPE OF WORK

PRODUCT SPECIFICATIONS.

1. Full Body Scanner

Contractors shall furnish and deliver one (1) full body scanner. The minimum system

specifications are:

- a. Maximum size of scanner must fit 5' by 8' due to space limitations at the facility. The scanner must not exceed its footprint.
- b. No conveyance on the machine.
- c. Detects Metallic and Non- Metallic Material.
- d. Surfaces and display screen have been tested to withstand damage by commercially available anti-bacterial/germicidal solutions or a 10:1- water to household bleach solution.
- e. Takes and displays subject's thermal temperature.
- f. The scanner must be moveable, on wheels or have the ability to add wheels at no extra cost.
- g. Compliance with ANSI/HPS N43.17-2009, ANSI/IEEE42.47-2010.
- h. Scanner should be made in the USA.
- i. Scanner must be vertical moving due to space limitations. Fixed beam scanners will not be accepted.
- j. No back scatter or shielding requirements due to size limitation.
- k. Scanner must have the ability to track and maintain records pertaining to radiation levels.
- l. Scanner must retain and print daily and annual reports.

2. 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.**

3. Equipment and Software

Bidder will be responsible for providing all necessary equipment and software necessary for the operation of the system.

4. Installation

Installation and commissioning of the project must be performed by qualified personnel. Bidder shall provide all necessary equipment, resources, and tools necessary to complete the installation in a proper, workmanlike manner.

TECHNICAL ASSISTANCE. As part of the scope of the program, Bidder must provide the following technical

expert assistance to the County.

1. Alabama Department of Public Health (ADPH) Variance

Under ADPH's current regulations, only backscatter machines are available to be used in limited circumstances for security purposes. See Alabama Administrative Code Section 420-3-26-.01. ADPH does have the ability, however, and has, granted specific variances for the use of more readily available technology. Bidder must provide technical expert assistance in obtaining variance from the Alabama Department of Public Health (ADPH) including, but not limited to, providing information about the proposed scanner and how it meets ANSI standards relating to radiation safety, safety precautions of the proposed equipment, and evidence indicating its usefulness in a non-medical setting. Obtaining the variance to utilize the scanner is a prerequisite for delivery and payment of the scanner.

2. Policies and Procedures

The Bidder will also assist the County in establishing policies and procedures for the use of the scanner that would be consistent with regulatory requirements, as well as standards required by ADPH in providing the variance.

3. Technical Support

Bidder must provide a toll-free number and email address for use by the Sheriff's Office for reporting and obtaining problem resolutions 24 hours a day, 7 days a week, inclusive of holidays and weekends, and in a timely manner that causes minimum down time. Bidder will provide customer with hardware support for mission critical operations 24 hours a day, 7 days a week. Technical support will not constitute a warranty, but provides for mission critical problem resolutions after normal business hours and mission critical as well as non-mission critical problem resolutions of repeatable errors during normal business hours, Central Time. Mission critical is defined as "any problem that renders the entire system unstable or inoperable."

TRAINING. Bidder must provide adequate training for the Sheriff's Office and Correction Officers at the Jail. There will be extensive training for a designated Radiation Officer on staff. All Correction Officers will need to be certified to operate the scanner. The bidder should provide additional training as needed to ensure all Jail employees are certified and maintain certification. Service manuals and other resources should be made available to the County at no cost.

The bid package must include:

- **Brochure or specification sheet for the proposed body scanner; and**
- **Representative pictures showing the capability of the system; and**
- **Electrical and power requirements of the system must be included in the bid; and**
- **Information detailing the type and availability in the maintenance and servicing of the equipment and any associated warranties;**
 - All equipment 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 three (3) 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 project of similar scope, as well as a plan to limit disruptions to County operations for routine maintenance and/or upgrades.

Attachment 1

BID SUBMITTAL FORM

BID ITEM: WHOLE BODY SECURITY SCANNER

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

WHOLE BODY SECURITY SCANNER

Bidder Name:

Costs shall include shipping and handling.

Costs shall be FOB destination.

Cost for all goods and services provided \$ _____

Estimated delivery timeframe _____

It is understood and agreed that the goods and/or services as specified herein are being furnished for the exclusive use of Randolph 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

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