INVITATION TO BID RED IRON RIGID FRAME STEEL BUILDING

Covington County is accepting sealed bids for the labor, equipment, materials and any incidentals required to construct a Red Iron Rigid Frame Steel Building.

THE BID PACKAGE

The Bid Package includes:

- a) Invitation to bid
- b) Instructions to Bidders/Bidding Requirements
- c) Bid Submittal Form
- d) Specifications
- e) Accounting of Tax Form C-3A
- f) Beason Hammon Certificate along with a copy of bidders E-Verify MOU
- g) Certificate of Compliance with Act 2016-312
- h) Certificate of Compliance with ACT 2023-409
- i) Byrd Anti-Lobbying Certificate
- j) Minimum Legal Terms and Conditions, including relevant ARPA terms
- k) Bid Bond
- l) Acknowledgement of Addenda (when applicable)
- m) Project Schedule (Contractor Provided)

Bidders should verify that they have received all pages of the bid package. Bidders should contact the Covington County Engineers Office to request any missing pages. The Bidder is responsible for requesting missing pages in sufficient time to prepare and submit their bid per the submittal schedule. Bidders should carefully read and comply with all parts of the bid package, including all attachments and/or any addendum.

SUBMISSION OF BIDS

Sealed bids will be received at the office of the Covington County Commission until **3 PM. on Tuesday, December 2, 2024**. Bids may be hand delivered to the Commission Office located at 260 Hillcrest Drive, or be mailed to the following address:

Covington County Commission

Attention: Karen Lawson Sowell, Administrator

P.O. Box 188

Andalusia, Alabama 36420

All bids must be sealed and clearly marked on the outside of the envelope, "BID FOR RED IRON RIGID FRAME STEEL BUILDING". Bids shall be typed or handwritten in ink on the attached Bid Submittal Form and Bid Specifications. Bids submitted in pencil and bids not submitted on the provided Bid Submittal Form and Bid Submittal Specifications will **not** be considered. Facsimiles and e-mails will not be accepted. Bids submitted by "Express/Overnight" services must be in a separate inner envelope or package sealed and identified as stated above. All bids must be received in the County Administrator office prior to the bid opening. Bids received after the deadline will not be accepted.

BID AWARD

The Covington County Commission will award the bid to the responsible bidder submitting the lowest responsive bid within 60-calendar days of the bid opening. The County reserves the right to reject any and all bids, to waive any informality in bids, and to accept in whole or in part such bid or bids solely at its discretion.

BID DOCUMENTS

Bid documents are available at the Covington County Engineers Office located at 201 Hillcrest Drive, Andalusia AL 36420 from 6:30 AM to 5:00 PM Monday thru Thursday.

INSTRUCTIONS TO BIDDERS/BIDDING REQUIREMENTS RED IRON RIGID FRAME STEEL BUILDING COVINGTON COUNTY

- 1.1 Invitation Covington County is accepting sealed bids from qualified contractors for the labor, equipment, materials and incidentals required to construct a **Red Iron Rigid Frame Steel Building Bid** as detailed in paragraph 2.0 and further defined in the Contract Documents.
- 1.1.1 Contact Information

Awarding Authority: Covington County Commission

260 Hillcrest Drive Andalusia, AL 36420 (334)-428-2600

Engineer: Covington County Engineer

Lynn Ralls, P.E. 201 Hillcrest Drive Andalusia, AL 36420 (334)-428-2620

- 1.1.2 Bid Document Availability Bid Documents will be available at the County Engineers Office on Friday November 8, 2024.
- 1.1.3 Bidder Questions Bidder questions will be received until 5:00 PM, Friday, November 15, 2024. All questions are to be submitted in writing via email to <u>ron.weidler@covcounty.com</u>.
- 1.1.4 Response to Bidder Questions A response to Bidder Questions will be issued no later than **Tuesday**, **November 19, 2024**.
- 1.1.5 Contact Regarding Bids and Invitation Contact initiated by a potential bidder with any county official or county employee shall only be as specifically set out in these Instruction to Bidders. Any questions related to the bid shall be directed to County Engineers Office staff in writing under the procedures set out herein. There shall be no communication with any county official or county employee regarding this bid between the date of this invitation and the date of bid award. Any contact other than as set out herein 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.
- 1.1.6 Sealed Bids will be received at the office of the Covington County Commission located at 260 Hillcrest Drive, Andalusia, AL 36420 or by mail at P.O. Box 188, Andalusia, AL 36420 until 3PM on **Tuesday December 2, 2024** and then publicly opened as soon thereafter as practicable. The term "Bid" shall mean the "Bid Book" which includes the following documents:
 - (a) Invitation to Bid
 - (b) Instructions to Bidders/Bidding Requirements
 - (c) Bid Form
 - (d) Specifications(s)
 - (e) Accounting of Tax Form C-3A
 - (f) Beason Hammon Certificate along with a copy of bidders E-Verify MOU

Instructions to Bidder's Initials _____

- (g) Certificate of Compliance with Act 2016-312
- (h) Certificate of Compliance with ACT 2023-409
- (i) Byrd Anti-Lobbying Certificate
- (i) Minimum Legal Terms and Conditions, including relevant ARPA terms
- (k) Bid Bond
- (1) Acknowledgment of Addenda (when applicable)
- (m) Project Schedule (Contractor provided)

No bid shall be considered complete unless the entire Bid Book is submitted on the date and time specified. Any omissions of the stated requirements may be cause for rejection of the bid submitted. The awarding authority reserves the right to reject any and all bids, to waive any informality in bids, and to accept in whole or in part such bid or bids solely at its discretion.

All bids must be sealed and clearly marked on the outside of the envelope, "BID FOR RED IRON RIGID FRAME STEEL BUILDING". Premature opening of the bid or failure to properly label the package will result in disqualification of the bid.

Bids submitted in pencil and bids not submitted on the Bid Forms will not be considered. Only information contained on the attached Bid Submittal Form and in the specifications will be considered in evaluating bids. Facsimiles and e-mails will not be accepted. Bids submitted by "Express/Overnight" services must be in a separate inner envelope or package sealed and identified as stated above. All bids must be received in the County Administrator's office prior to the bid opening. Bids received after the deadline will not be accepted.

- 1.1.7 Bid Award - The Covington County Commission will award the bid to the lowest responsible bidder submitting the lowest responsive bid within 60-calendar days of the bid opening. The County reserves the right to accept or reject all Bids or any portion thereof.
- Scope of Work for Red Iron Rigid Frame Steel Building includes all labor, equipment, materials and 1.1.8 incidentals required for the construction of the specified structure in compliance with applicable sections of the specifications. The following items shall be considered incidental to the work:
 - Mobilization
 - Geotechnical investigations and design
 - Structural design
 - Wind load design
 - **Quality Control Testing**
 - Materials submittals
 - Permit and associated fees
- 2.1 Contract Documents - The Contract Documents for the Project include the following:
 - a.) Bid Book (See item 1.1.6 above)
 - b.) Contract
 - c.) Exhibits
 - d.) Payment Bond
 - e.) Performance Bond

Instructions to Bidders

| Bidder's | Initials: | |
|----------|-----------|--|
| | | |

2.1.1 Specifications – This is a design build project intended to meet the Counties dimensional specifications for a rigid frame building. The bidders engineer shall provide the necessary design reports establishing the material and construction specifications for the structure and the foundation.

Certified test reports are required for all furnished materials. The Engineer may, at his discretion, direct additional testing and inspection of materials to confirm conformance with the specifications. The cost of such additional testing and inspection shall be at the expense of the contractor. If such testing and inspection reveals that the materials are in non-conformance with the specifications, the cost of additional testing and inspections shall be at the expense of the contractor. The non-conforming materials shall be removed from the Covington County job site and replaced with conforming materials, at no additional cost to Covington County.

2.2 Project Schedule

The bidder shall provide a project schedule with the bid submittal. The schedule shall include at a minimum geotechnical testing and design, structural design, submittals, construction beginning and ending.

2.3 Tax Exempt - Covington County is a tax exempt from Alabama sale and use tax therefore taxes shall not be included in bid proposal. As part of its bid, bidder must provide an accounting of its tax savings by including same on form C-3A.

2.4 Insurance Requirements

The Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the Covington County Commission at limits and coverages specified below. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Contractor.

All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A-VII and must be acceptable to the Covington County Commission. Self-insured plans and/or group funds not having an A.M. best rating must be submitted to the Covington County Commission for prior approval.

No work shall be performed until proof of compliance with the insurance requirements has been received by the Covington County Commission.

- 2.4.1 Worker's Compensation and Employers Liability
 - A.) Part One: Statutory Benefits as required by the State of Alabama

B.) Part Two: Employers Liability

 Each Accident
 \$3,000,000

 Each Employee
 \$3,000,000

 Policy Limit
 \$3,000,000

- C.) U. S. Longshoremen & Harborworkers' Act (USL&H) Required if contract involves work near a navigable waterway that may be subject to the USL&H law.
- D.) Maritime Endorsement (Jones Act) Endorsement required if contract involves the use of a Vessel or include coverage for "Master or Members or Crew" under "Protection and Indemnity" coverage.

Bodily Injury by accident (each accident) \$3,000,000 Bodily Injury by disease (Aggregate) \$3,000,000

Instructions to Bidder's Initials: _____

- 2.4.2 Commercial General Liability Coverage on an Occurrence form with a combined single limit (Bodily Injury and Property Damage combined) as follows:
 - A.) Projects

Each Occurrence \$3,000,000 Personal and Advertising Injury \$3,000,000 Products/completed (Operation Aggregate) \$3,000,000 General Aggregate \$3,000,000

- B.) Coverage to include:
- Premises and operations
- Personal Injury and Advertising Injury
- Independent Contractors
- Blanket Contractual Liability
- Explosion, Collapse and Underground hazards
- Broad Form Property Damage
- Products/Completed Operations This shall remain in effect for 24 months beyond completion and acceptance by owner of the project, whichever is later.
- Railroad Protective Liability Insurance if work involves construction, demolition or maintenance operations on or within 50 feet of a railroad.

The contractor shall name the Covington County Commission, its officers, appointees, employees, and agents as additional insured for claims arising out of the Contractors and/or Subcontractors work. The ISO Form CG 20 10 11 85 or a comparable form that is no more restrictive shall be required. The Additional Insured form MUST include the current Operations and Products/Completed Operations of the contractor. The naming of the additional insured does not obligate the additional insured to pay any premiums due.

Aggregate limits to be on a "per project" basis or an Owners and Contractors Protective Liability Policy shall be provided in the name of Covington County Commission, the contractor and Subcontractors. Limits to be the same as above Commercial General Liability.

- 2.4.3 Automobile Liability Covering all Owned, Non-Owned, and Hired vehicles with a Combined single limit (bodily injury and property damage combined) of \$3,000,000 each accident. The policy shall name Covington County Commission its officers, appointees, employees, and agents as an Additional Insured.
- 2.4.4 Protection and Indemnity Insurance If the contract involves work aboard an Owned, Non-Owned or Hired Vessel, Liability coverage in the amount of \$3,000,000 per occurrence shall be maintained.
- 2.4.5 Indemnification and Liability Under this section the term County shall include Covington County, the Covington County Commission, the officers, appointees, department heads, agents, and employees of the Covington County Commission.

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 Contractor's performance of this Contract, and the Contractor assumes full and complete responsibility therefore.

The Contractor shall further indemnify the County 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

Instructions to Bidder's Initials: _____

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.

- 2.4.6 Waiver of Subrogation The Workers Compensation Policy shall contain a Waiver of Subrogation in favor of the Covington County Commission, its officers, appointees, employees, and agents.
- 2.4.7 Certificate of Insurance A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the Covington County Commission prior to commencement of any work on the contract. Each policy shall be endorsed by the issuing insurer to provide thirty (30) days prior written notice of cancellation to the Covington County Commission.
- 2.5 Bonding Requirements
- 2.5.1 Bid Bond Consistent with Alabama Code (1975) 39-2-4(a), the bidder shall be required to file with his or her bid either a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, payable to Covington County for an amount not less than five percent of the contractor's bid, but in no event more than ten thousand dollars (\$10,000).
- 2.5.2 Performance and Payment Bonds Consistent with Alabama Code (1975) 39-1-1, successful bidder shall, before commencing the work, execute a performance bond, with penalty equal to 100 percent of the amount of the contract price. In addition, another bond, payable to the awarding authority letting the contract, shall be executed in an amount not less than 50 percent of the contract price, with the obligation that the contractor or contractors shall promptly make payments to all persons supplying labor, materials, or supplies for or in the prosecution of the work provided in the contract and for the payment of reasonable attorneys fees incurred by successful claimants or plaintiffs in civil action on the bond.
- Notice of Federal Funding It is anticipated that purchases made pursuant to the bid award may be funded in whole or in part, with American Rescue Plan Act State and Local Fiscal Recovery Funds (ARPA). 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.

Instructions to Bidder's Initials: _____

BID SPECIFICATION - COVINGTON COUNTY - RED IRON RIGID FRAME STEEL BUILDING

| | | Inclu | ıded | Unit | QTY | Unit | Total |
|-------------------------------|--|-------|------|-------------|-----|-------|-------|
| BASE BID | | Yes | No | | | Price | |
| 1 Description | Rigid frame open structure with 25-ft perimeter column spacing to include foundations for columns. Structure to be designed and constructed by contractor to allow for future expansion to include enclosing the structure and extending the length of the building along the ridge line. Lump Sum bid to include all items listed below (1-19) in base bid. | | | Lump Sum | 1 | | |
| 2 Size | 80-ft (span) x 150-ft (ridgeline) | | | | | | |
| 3 Eave height | 16-ft | | | | | | |
| 4 Roof pitch | 4/12 | | | | | | |
| 5 Roof gauge | 26 gauge | | | | | | |
| 6 Vertical Walls | NA | | | | | | |
| 7 Wind load design | Building must meet IBC windload design for the most restrictive loading condition for either an open or enclosed building to account for future plans to enclose all of or a portion of the proposed building. | | | | | | |
| 8 Insulation | NA | | | | | | |
| 9 Doors | NA | | | | | | |
| 10 Windows | NA | | | | | | |
| 11 Vent | NA | | | | | | |
| 12 Color - roof | Galvalume | | | | | | |
| 13 Geotechnical design | Geotechnical design needs to account for additional loads resulting from future enclosure of the building. | | | | | | |
| 14 Climate control | NA | | | | | | |
| 15 Concrete Slab | NA | | | | | | |
| 16 Electrical | NA | | | | | | |
| 17 Lighting | NA | | | | | | |
| 18 Plumbing | NA | | | | | | |
| 19 Rain gutters w/down spouts | Gutters shall run the full length of both eaves, downspouts shall be located at all columns | | | | | | |

| OPT | ION | | Incl Yes | uded No | Unit | QTY | Unit Price | Total |
|------|------------------------------|--|-------------|------------|-------------|-----|---------------|-------|
| 1 | Description | Enclosure of a portion of the building described above meeting the specifications listed below. Lump Sum Bid to include only the items listed below (1-14) in options. | 105 | 110 | Lump Sum | 1 | THEC | |
| 2 | Enclosure Size | 80-ft (span) x 50-ft (ridgeline) | | | | | | |
| 3 | Concrete Slab | 50' x 80' x 0.5' | | | | | | |
| 4 | Side wall panneling | Vertical | | | | | | |
| 5 | Panel gauge | 26 gauge | | | | | | |
| 6 | Panel Color | Contractor to provide color samples that are close color match | | | | | | |
| | | to existing shop building | | | | | | |
| a | roof | Galvalume | | | | | | |
| b | trim | tan | | | | | | |
| c | siding | tan | | | | | | |
| 7 | Wind load design | Building must meet IBC windload design for the most restrictive loading condition for an enclosed building. | | | | | | |
| 8 | Insulation | Insulation to be sprayed prior to electrical service | | | | | | |
| * a | | 3-inch closed cell | | | Lump | | | |
| | | 2 222 222 222 | | | Sum | 1 | | |
| * b | Walls | 2-inch closed cell | | | Lump | | | |
| | | | | | Sum | 1 | | |
| * 9 | Door | 1-each 36 x 84 steel insulated | | | Each | 1 | | |
| * 10 |) Windows | 12-each transom windows (12" x 48") double pain glass with | | | | | | |
| | | aluminum frame | | | Each | 1 | | |
| * 11 | Vent | 2-each | | | Each | 1 | | |
| * 12 | 2 Doors - Rollup | 4-each rollup w/header seal (14' x 14') | | | Each | 1 | | |
| * 13 | Thickened slab/footers | 6-each footers for 6 ton lifts, location to be determined | | | Each | 1 | | |
| 1./ | @ future shop lifts Plumbing | Provide and install under slab conduit for various future | | | | | | |
| 14 | Friumonig | utilities described below - 20-ft maximum length for bidding | | | | | | |
| * a | Water | Provide 1-inch conduit under slab for water | | | Lin Ft | 1 | | |
| * b | | Provide 4-inch under slab rough in for sewer service | | | Lin Ft | 1 | | |
| * c | | Provide 6-inch under slab rough in for floor drain | | | Lin Ft | 1 | | |
| * d | | Provide 1-inch conduit under slab for electrical service | | | Lin Ft | 1 | | |
| u | Electrical | 110.1de 1 men conduit ander sido foi electrical service | | | <u> </u> | | | |

^{*} Bidders to provide unit prices for these items for use in determining costs in the case of a change in quantity.

BID FORM RED IRON RIGID FRAME BUILDING

| Company Name: |
|--|
| Address: |
| General Contractor's License Number |
| Bid Submitted by:(Name of company representative) |
| Title: |
| e-mail address: |
| Phone: |
| Base Price: |
| Options: |
| Total: |
| Construction Duration (Days) : |
| By submitting this bid, we agree: (Initial) |
| That the company representative listed above will be the contact person for purchasing this bid item |
| We hereby affirm we have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding otherwise |
| We hereby affirm that we will comply with all required ARPA terms and conditions and have not been debarred or suspended from receiving federal funds |
| (Signature of company representative submitting bid) |
| NOTARY: |
| COMMISSION EXPIRES: (SEAL) |

| | e of | } |
|---------|---|--|
| | TIFICATE OF COMPLIANCE WITH TECTION ACT (ACT 2011-535, as | THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN amended by ACT 2012-491) |
| DATE | E: | |
| RE Co | ontract/Grant/Incentive (descri | be by number or subject): |
| | * * * | by and between |
| ili. | | (Contractor/Grantee) and |
| | | (State Agency, Department or Public Entit |
| | undersigned hereby certifies to | the State of Alabama as follows: |
| 1. | above, and is authorized to p binding act of that entity, an ALABAMA TAXPAYER AND C | osition of with the Contractor/Grantee named provide representations set out in this Certificate as the official and id has knowledge of the provisions of THE BEASON-HAMMON ITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, it) which is described herein as "the Act." |
| 2. | Using the following definition | ns from Section 3 of the Act, select and initial either (a) or (b). |
| | below, to describe the Contr | actor/Grantee's business structure. |
| | performing or engag | ny person or group of persons employing one or more persons ling in any activity, enterprise, profession, or occupation for gain, |
| | benefit, advantage, o | or livelihood, whether for profit or not for profit. |
| | a. Self-employe | ed individuals, business entities filing articles of incorporation, |
| | foreign limited partn | partnerships, limited liability companies, foreign corporations, erships, and foreign limited liability companies authorized to |
| | transact business in t | this state, business trusts, and any business entity that registers |
| | with the Secretary of | f State. |
| | b. Any business approval, registration | s entity that possesses a business license, permit, certificate, n, charter, or similar form of authorization issued by the state, any |
| | business entity that i | s exempt by law from obtaining such a business license, and any |
| | business entity that i | s operating unlawfully without a business license. |
| | EMPLOYER. Any pers | son, firm, corporation, partnership, joint stock association, agent, tive, foreman, or other person having control or custody of any |
| | employment, place o | of employment, or of any employee, including any person or entity |
| | employing any perso | n for hire within the State of Alabama, including a public employer. |
| | This term shall not in to perform casual do | clude the occupant of a household contracting with another person mestic labor within the household. |
| (a | a) The Contractor/Grantee is a boof the Act. | ousiness entity or employer as those terms are defined in Section 3 |
| (Ł | The Contractor/Grantee is no Section 3 of the Act. | t a business entity or employer as those terms are defined in |
| 3. | | ite, the Contractor/Grantee does not knowingly employ an |
| | unauthorized alien within the | State of Alabama and hereafter it will not knowingly employ, hire |
| 1. | for employment, or continue | to employ an unauthorized alien within the State of Alabama; rolled in E-Verify unless it is not eligible to enroll because of the |
| 558 | rules of that program or other | r factors beyond its control. |
| Certifi | ed this day of | 20 |
| | | |
| | | Name of Contractor/Grantee/Recipient |
| | | |
| | | Ву: |
| | | lts |
| he ab | oove Certification was signed in day of | my presence by the person whose name appears above, on |
| | WITN | ESS: |
| | the state of the | |
| | | Drinted Name of Witness |
| | | Printed Name of Witness |

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

| Re: Co | ntract/Grant/Incentive (describe by n | umber | or sub | ject): | |
|----------|--|--|-------------------------------------|---|--|
| | | | | | |
| | actor/Grantee) and | | | | (State Agency, Department or |
| Public | Entity. | | | | |
| The ur | ndersigned hereby certifies to the Stat | e of Ala | abama | as follows: | |
| 1. 2. | named above, and is authorized to p and binding act of that entity, and h | rovide as knov ne cont ott of a | repres wledge ractor perso | entations se of Alabama hereby cert n or an enti | et out in this Certificate as the official a's Act 2016-312. tifies that it is not currently engaged |
| Certifi | ed this day of | | _, 20_ | | me of Contractor/Grantee/Recipient |
| | | | | | |
| | oove Certification was signed in my p | | e by t | he person v | whose name appears above on this |
| | , -:, 20 | ŧ. | W | itness: | |
| | | | | | Printed Name of Witness |

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.

| addition, the Contractor understands and | , certifies or affirms the ment of its certification and disclosure, if any. In agrees that the provisions of 31 U.S.C. Chap. aims and Statements, apply to this certification |
|---|--|
| Signature of Contractor's Authorized Office | cial |
| Name and Title of Contractor's Authorize | d Official |

Date

CERTIFICATE OF COMPLIANCE WITH ACT # 2023-409

| RE | : Contrac | ct (d | escribe by number or subject) _ (Governmental Entity) and | | - | | | | |
|--|--|--|--|---------------------------|---|--|--|--|--|
| The | e undersi | gned | I hereby certifies as follows: | | | | | | |
| 1. | is autho | 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 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 fuel-based energy, timber, mining | • | ation, sale, or manufacturing of fossil | | | | |
| | | b) | | • | , distribution, marketing or advertising, arts and accessories of firearms or | | | | |
| | | c) | • | | t to meet environmental standards or or disclose greenhouse gas emissions. | | | | |
| | | d) | Does not meet, is not expected to board composition, compensation | | t to meet corporate employment or | | | | |
| | | e) | Does not facilitate, is not expecte or sex or gender change surgery. | | commit to facilitate access to abortion r therapies. | | | | |
| Се | rtified this | s | day of, 20 | | | | | | |
| | | | | Signature of | Contractor's Authorized Representative | | | | |
| | | | | Printed Name and Title of | Contractor's Authorized Representative | | | | |