

*Chairman  
Collin Daly*

# *Limestone County Commission*

*Commissioners:  
David Ruf  
Johnny Turner  
Derrick Gatlin  
LaDon Townsend*

*Administrator  
Ellen Morell*



## **Request for Qualifications, Inquiry No. 2910**

The Safe Streets for All: A Comprehensive Safety Action  
Plan for Limestone County

**Released February 6<sup>th</sup>, 2026**

**Deadline February 27<sup>th</sup>, 2026**

# Section I

## Introduction

### 1.1 REQUEST FOR PROPOSAL (RFQ)

The Limestone County Commission (“Commission” or “County”) is requesting proposals from qualified engineering consulting firms for developing a comprehensive safety action plan for the areas of Limestone County located within the Huntsville MPO study area. You are invited to provide a proposal in response to this RFQ. All proposals should follow the requirements as provided in Section IV.

### 1.2 PROJECT DESCRIPTIONS

In October of 2024, the Limestone County Commission, was awarded a FY 23 Safe Streets and Roads for All (SS4A) grant from the U.S. Department of Transportation (USDOT). The SS4A grant will be used to develop a Comprehensive Safety Action Plan for the areas of Limestone County located within unincorporated area falling within the Huntsville MPO Study area.

The scope of the project is to develop a comprehensive safety action plan for the county of Limestone. The goal of the Action Plan is to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries for all users in the County. The Safety Action Plan must include all the components laid out by the USDOT in the FY 2024 SS4A grant notice of funding opportunity (NOFO). Components of a SS4A action plan can be found in Table 1 from the SS4A 2024 NOFO.

### 1.3 PROPOSED PROJECT SCHEDULE

The following is an estimated proposed schedule:

RFQ for Services Released	February 6, 2026
Deadline for Questions	February 19, 2026, 1:00 pm CT
Response to Questions to be Posted	February 23, 2026
Deadline for Responses	February 27, 2026

All dates set forth above and elsewhere in this RFQ are tentative and subject to change at any time by the County in the County’s sole discretion. The County reserves the right to delete or modify any part of the above Proposed Schedule.

### 1.4 STATEMENT AS TO FUNDING

The County will utilize funds from the SS4A to support all or part of this project. As such, the selected vendor must also comply with the terms and conditions of the County’s subrecipient agreement with USDOT and Uniform Guidance. For more information, please see Assistance Listing Numbers 20.939.

## 1.5 COMMUNICATIONS

From the time that this RFQ is published until such time as the County has entered into a contract with a successful vendor, all informal communications between the County and the Proposer shall cease. Only formal questions and clarifications pursuant to Section 1.6 will be permitted. Inappropriate communications related to this RFQ between the Proposer or any agent of the Proposer and the County, or any partnership county, or any elected official, employee, or agent of the partnership counties, will result in disqualification from the process.

## 1.6 QUESTIONS AND CLARIFICATIONS

Questions and clarifications shall be directed to the County's sole point of contact, Mr. Marc Massey at [marc.massey@Limestonecounty-al.gov](mailto:marc.massey@Limestonecounty-al.gov). The subject matter should read: "Questions for the SS4A PLANNING SERVICES RFQ."

Questions must be received by 1:00 pm Central Time (CT), on February 19, 2026. All questions must be submitted in, and responded to, in writing to be relied upon by the Proposer.

## 1.7 DISADVANTAGED BUSINESS ENTITIES

The Commission is committed to promoting diversity in contracting. Therefore, the Commission encourages businesses that would qualify as a Disadvantaged Business Entity consistent with 2 C.F.R. Section 200.321 to submit a proposal.

The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## SECTION II

### PROPOSAL CONDITIONS AND LEGAL REQUIREMENTS

#### 2.1 PURPOSE OF THE RFQ.

This RFQ process is for the benefit of the Limestone County only and is to provide the County with competitive information to assist in the selection process. All decisions on compliance, evaluation, term, and conditions will be made solely at the discretion of the Commission and made to favor the county. The County reserves the right to extend the term of any agreement to allow for additional projects.

#### 2.2 PROPOSAL AND CONTRACT INTERPRETATION

No interpretation of any provision of the RFQ or the resulting contract, including applicable specifications, is binding on the Commission, or any other partnership county, unless furnished or agreed to in writing by the Commission.

#### 2.3 RESERVATIONS

The Commission reserves the following rights:

- a) To amend or modify this RFQ;
- b) To reject or accept any and all proposals;
- c) To reject individual proposals for a failure to meet any requirement;
- d) To waive defects or irregularities in any proposal;
- e) To request additional information from Proposers to qualify or disqualify Proposers;
- f) To disqualify a Proposer for providing false statements or materials; and
- g) to cancel this RFQ at any time.

#### 2.4 REASONABLE INVESTIGATION

The County may make such reasonable investigations as deemed proper and necessary to determine the ability of Proposer to perform the services, and Proposer shall furnish to the County all such information and data for this purpose as may be requested. The County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, the Proposer fails to satisfy the County that Proposer is properly qualified to carry out the obligations of the resulting contract and to provide the services contemplated in this RFQ.

#### 2.5 CLARIFICATIONS

The County may seek clarification of the proposal from a Proposer at any time. Failure of the Proposer to respond is cause for rejection. Clarification is not an opportunity to change the proposal.

#### 2.6 PROPOSER'S REPRESENTATION

The Proposer, by submission of a response to this RFQ, represents that it has read and understands the RFQ and has familiarized itself with all federal, state, and local laws, ordinances, rules, and regulations

that may affect the cost, progress, or performance of the work. The failure or omission of any Proposer to receive or examine any form, instrument, addendum, or other documents, or to acquaint itself with conditions existing at the site, shall in no way relieve Proposer from any obligations with respect to its proposal or to the resulting contract.

## 2.7 FIRM PROPOSAL

All Proposals will remain firm and unaltered for ninety (90) days after the proposal due date shown or until the contract is fully executed with any vendor, whichever is earlier. An exception to the criterion will be if the Proposer is engaged in contract negotiations; then that Proposer will be allowed to make proposal modification(s) only in accordance with a request by the County.

## 2.8 SUBMISSION DOES NOT CONFER A RIGHT ON PROPOSER

The submission of a proposal confers on Proposer no right of selection or to a subsequent contract.

## 2.9 COST OF RESPONDING

All costs incurred by the Proposer in preparation and delivery of responses to this RFQ, including presentations to the County and/or participation in an interview, shall be borne solely by the Proposer regardless of whether or not the Proposer is selected for negotiations. Any costs associated with this procurement will be the responsibility of the Proposer. The County, in no way, shall be liable for any of these costs. At no time will the County provide reimbursement for submission of a response.

## 2.9 ALABAMA OPEN RECORDS LAW

Without regard to any designation made by the person or entity making a submission, the County considers all information submitted in response to this invitation or request to be subject to the Alabama Open Records Law without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission. If Proposer believes any portion of the proposal to be proprietary or otherwise not subject to public disclosure, Proposer may provide an additional redacted copy, marked with a watermark as "REDACTED," along with a letter detailing the legal exemption provided under the law. By submitting a redacted copy, Proposer agrees to indemnify, defend, and hold harmless the County, or the partner counties, from any legal or administrative challenge to the Open Records Law.

## 2.10 ELIGIBLE CONTRACTOR

The Proposer, by submission of a response to this RFQ, represents that it has not been suspended or debarred from receiving federal funds consistent with 2 C.F.R. § 200.214 or state funds consistent with Code of Alabama § 41-4-162.

## 2.11 ORAL PRESENTATIONS

The County may, at its sole option, elect to require oral presentation(s) by Proposers being considered for award. This will provide an opportunity for the County to ask questions and Proposers to clarify or elaborate on their proposals. This is to be considered a fact-finding and explanation session only. The County will schedule the time and location of these presentations, if required.

## 2.12 INSURANCE

- a) The Proposer shall procure and maintain pursuant to the terms of the resulting contract the following types of insurance coverages:
  - 1) Workers' Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama.
  - 2) Commercial Business Automobile Liability Insurance as required by Alabama law.
  - 3) Professional Liability (Errors & Omissions) Insurance with policy limits of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate.
- b) Prior to execution of the resulting contract, the successful Proposer shall provide a Certificate of Insurance for the professional liability (E&O) insurance listing the County agents, and assigns, as the named certificate holder, which shall further specify that such insurance is not subject to cancellation without prior written notice to the Commission of at least thirty (30) days.
- c) Subject to express written approval from Commission, Proposer may meet the required limits in this section through an excess or umbrella liability coverage.
- d) The Commission reserves the right to require other types of insurance coverage.

## 2.13 INDEMNIFICATION

Proposer shall indemnify, defend, and hold the County and the partner counties and their officers, employees, and agents harmless from and against liabilities, damages, losses, and judgments, relating to the resulting contract including, but not limited to, reasonable attorneys' fees and expenses recoverable under applicable law.

## 2.14 CONFLICT OF INTEREST

Proposer covenants that it has disclosed to the County, and agrees it is under a continuing obligation to disclose, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that may conflict in any manner with Proposer's obligations under the resulting contract. Proposer shall establish a conflict of interest policy prohibiting any employees, agents, consultants, and officers receiving any SS4A funds from obtaining a financial interest or benefit from the activity, or have an interest or benefit from the activity; or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure with the Proposer or for one year thereafter.

## 2.15 ANTICOMPETITIVE PRACTICES PROHIBITED

Anticompetitive practices amongst firms, the County, or affiliated persons will not be tolerated. Any person who offers or pays any money or valuables to any person to induce him/her not to submit a proposal on the RFQ and any person who accepts money or other valuables for not submitting a proposal on the RFQ, or who withholds a proposal in consideration of the promise for the payment of money or other valuables, shall be disqualified.

## 2.16 MINIMUM LEGAL REQUIREMENTS

Proposers selected for work by the Commission must be compliant with federal, state, and local statutes, regulations, and executive orders. At a minimum, the following will apply:

- a) 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.
- b) In compliance with Ala. Act No. 2023-409, by signing this contract, Supplier provides written verification that Supplier, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act. This requirement applies to contracts entered into on or after October 1, 2023 if Supplier employs 10 or more employees and the contract could exceed \$15,000 over the term of the contract. Under Section 2 of the Act, the written verification may be waived if the contracting governmental entity determines based on cost and quality factors that such a waiver is clearly in the best interest of the public.
- c) The resulting contract shall be subject to the General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All (SS4A) Grant Program, available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2023." These terms and conditions shall be made part of any resulting contract.
- d) All work performed is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- e) Proposer shall demonstrate compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Additionally, all work performed hereunder shall also comply with any relevant anti-discrimination laws.

## SECTION III

### SCOPE OF WORK AND PROPOSAL CONTENT

The scope of work includes the development of a comprehensive, unique safety action plan for the County consistent with Uniform Guidance, the Grant Agreement, and in accordance with the requirements of the SS4A NOFO.

#### 3.1 SCOPE OF WORK.

- 3.1.1 Project management. Proposer must work with the Project Manager assigned from Limestone County to facilitate the development of a safety action plan.
- 3.1.2 Phases. Consistent with the Grant Agreement, this plan is to be developed in the following phases. Proposer must describe the activities and provide a proposed plan for services in each phase as part of the proposal.
  - 3.1.2.1 Data Collection and Project Kick Off;
  - 3.1.2.2 Crash Analysis Phase;
  - 3.1.2.3 Public and Stakeholder Management Phase;
  - 3.1.2.4 Goal Setting and Performance Metrics Phase;
  - 3.1.2.5 Action Plan Development; and
  - 3.1.2.6 Documentation.
- 3.1.3 Action Plan Components. The Action Plan must include each of the components as required in the SS4A NOFO. Proposer should discuss its methodology and plan for developing each component. Where applicable, this methodology should discuss each of the Administrative and National Policy Requirements as identified in the SS4A NOFO. These components include:
  - 3.1.3.1 Leadership Commitment and Goal Setting;
  - 3.1.3.2 Planning Structure;
  - 3.1.3.3 Safety Analysis;
  - 3.1.3.4 Engagement and Collaboration;
  - 3.1.3.5 (Intentionally Left Blank)
  - 3.1.3.6 Policy and Process Changes;
  - 3.1.3.7 Strategy and project Selections; and
  - 3.1.3.8 Progress and Transparency.

#### 3.2 QUALIFICATIONS

Proposer must show, to the satisfaction of the County, that it has the necessary experience, ability, staff, and financial resources to perform the services herein in a satisfactory manner. At a minimum, the Proposer must have Professional Engineers licensed in the State of Alabama that can be dedicated to performing the services herein. Evaluation of the qualifications of a Proposer may include, but are not limited to:

- a) Relevant licensure requirements;
- b) The ability, capacity, skill, financial and other necessary resources to perform the work or provide the service required;

- c) The ability to perform the work or provide the service promptly, without delay or interference;
- d) The character, integrity, reputation, judgment, experience, and efficiency of the Proposer;
- e) The quality of performance of previous contracts or services; and
- f) Proximity of the Proposer to the project sites. Preference will be given to Proposers with an office located within the State of Alabama.

### 3.3 PROPOSAL CONTENTS

#### a) Firm Information

1) Provide a Title Page, which must include Proposer's contact information:

- i. Company name;
- ii. Unique Entity ID issued from SAM.gov;
- iii. Primary/authorized point of contact, mailing address, phone number, and e-mail address;
- iv. Secondary point of contact, if applicable, mailing address, phone number, and email address; and
- v. Name and Alabama Registration Number of Professional Engineer in responsible charge of the project.

Note: E-mail address(es) provided may be used for formal communications by the County.

2) Letter of Introduction/Firm Information including, at a minimum:

- i. Number of years of service providing similar services and products;
- ii. Brief overview of the Proposer's history, including general background, experience in providing similar services and products, knowledge of SS4A funding requirements, and working with relevant agencies;
- iii. An introduction of any partners or major subcontractors that will perform any work hereunder;
- iv. Brief statement as to why the firm is the best candidate for this project.
- v. A certification that Proposer and any partner or subcontractor is eligible to receive federal funding and has not otherwise been debarred or suspended from doing so;
- vi. A certification that the Proposer and any partner or subcontractor has read, understands, and agrees to the terms and conditions of this RFQ; and
- vii. A certification that the Proposer and any partner or subcontractor has read, understands, and will comply with any and all applicable federal and state laws, regulations, and guidelines.

#### b) Firm Qualifications

1) Explanation as to the Proposer's qualifications, knowledge, and expertise, including:

- i. References. At least three references for projects similar in scope, including a statement as to the type of services performed, time period of service, point of contact, and relevant contact information.
- ii. Lost Clients. A list of all clients lost within the last three (3) years. This list should include a contact person, title, phone number, an e-mail address for each lost client; the length of service; type of services rendered; and reason for loss. If Proposer has not lost any clients in the last three (3) years, state, "Proposer has not lost any clients."
- iii. Conflict of Interest. Provide a statement as to any conflict, or perceived conflict, the Proposer and any key employees, partners, or major subcontractors may have regarding this statement of work. If no potential conflict of interest exists, state, "Proposer has no potential conflict of interest."
- iv. Resource Management. Provide an explanation as to the relative prioritization this project,

if awarded, would receive in comparison to other ongoing or anticipated projects for other clients.

- 2) Key Personnel. List of personnel to be assigned to the project, including organizational structure, and each person's area of responsibility/roles for this project, qualifications, and location. Resumes for each professional to be assigned to this project are also required.
- 3) To demonstrate related project experience, provide the following information for five (5) projects of a similar scope of work, completed by the Proposer within the last five (5) years:
  - i. Project Name
  - ii. Location
  - iii. Client Name and Contact Information
  - iv. Registered professional design team members and roles on the project
  - v. Date of completion
  - vi. Source of funding (*e.g.*, name of federally funding agency or local funding agency)
  - vii. Brief project description, including scope of work provided
  - viii. Project Budget
- c) Proposed contract, including any relevant legal requirements required by state and federal law or regulations. A soft copy (Word format) of this contract should be included in electronic format.
- d) Provide a plan of operation as to how the Proposer expects to achieve the objectives in Section 3.1 of this RFQ.
  - 1) In responding to this Section, Proposer should specifically address each subsection.
  - 2) Where relevant, examples should be included.
  - 3) Include a proposed schedule for development of the plan of operation, including dates for expected draft submission to each partnering county and expected draft submission date to USDOT.
- e) Provide copies of all certifications required pursuant to state and federal law. This includes, but is not limited to, the following:
  - 1) Beason Hammon Certificate;
  - 2) E-verify MOU with the US Department of Homeland Security;
  - 3) Economic Boycott Certificate; and
  - 4) Byrd Anti-lobbying Certificate.

With the exception of the E-verify MOU, these forms are attached hereto as Attachment A – Legal Certificates.

The County reserves the right to contact references and clients listed in the statement of qualifications as part of its evaluation.

3.4 CERTIFICATION

All proposals must include the following certification, signed by an authorized representative of the Proposer and any partners and notarized:

I/we agree to furnish the services as set forth in this proposal and guarantee that the services to be provided will meet or exceed all specifications, terms, conditions, and requirements herein. The undersigned offers and agrees to comply with all terms, conditions, and certifications as stated in this RFQ and furnish the services at the prices provided with this signed proposal, or as mutually agreed upon after subsequent negotiation.

\_\_\_\_\_ Authorized Signature (ink)

\_\_\_\_\_ Authorized Name (typed)

\_\_\_\_\_ Title of Authorized Person

Sworn to and subscribed before me and given under my hand and official seal this the \_\_\_\_\_ day of

\_\_\_\_\_.

NOTARY PUBLIC My Commission Expires: \_\_\_\_\_

**SECTION IV**  
**PROPOSAL SUBMISSION, EVALUATION, AND CONTRACT PROCESS**

**4.1 SUBMISSION REQUIREMENTS**

- a) **Proposals must be received no later than 10:00 am CT on May 9, 2024.** All proposals received after the appointed date and hour for receipt, whether by mail or otherwise, will be returned unopened. Proposers have the sole responsibility for assuring that proposals are received by the designated date and time.
- b) The RFQ shall be in writing labeled "Inquiry No. 1706: RFQ RESPONSE, SAFTEY ACTION PLANNING SERVICES," the Due Date, and the Firm's name and directed to:

Limestone County Engineering Department  
Attn: Marc Massey, Limestone County Engineer  
310 West Washington St  
Athens, Alabama 35611

- 1) Proposer is responsible for ensuring that the outside package is appropriately labeled. Packages that are prematurely opened because they were not properly labeled will not be considered.
- 2) Faxed, emailed, or oral proposals will not be accepted as an original proposal as defined below.
- 3) For delivery of original proposals, the Limestone County Highway Department's hours of operation are 6 A.M. to 4:30 P.M. (Central Time).

**4.2 FORMAT REQUIREMENTS**

- a) Submittals should include one (1) original and one (1) electronic, searchable PDF copy. It is the Proposer's responsibility to ensure the electronic PDF copy is an exact, searchable copy of the original. The County reserves the right to rely upon the electronic copy for evaluation purposes.
- b) The Proposal, excluding forms and resumes, must be no more than 20 pages, numbered, and be on either 8.5" x 11" or 11" x 17" paper.
- c) In order to be considered for selection, Proposer shall submit a complete response to this RFQ. Proposals should be as thorough and detailed as possible so the County may properly evaluate Proposer's capabilities to provide the required services. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity of content.
- d) All proposals should be organized in the order in which the requirements are listed in Section 3.3 of this RFQ. Proposals that are not organized in this manner risk elimination from consideration or a lower score in the evaluation of the proposal if the evaluators are unable to find where the RFQ requirements are specifically addressed.

#### 4.3 REQUEST TO MODIFY OR WITHDRAW PROPOSAL

Proposer may make a written request to modify or withdraw the proposal at any time prior to May 9, 2024. No oral modifications will be allowed. Such requests must be addressed and labeled in the same manner as the original response to the RFQ and plainly marked "Modification to, or Withdrawal of, Proposal." Only written requests received by the County prior to May 9, 2024, will be accepted.

#### 4.4 EVALUATION CRITERIA

a) The County will evaluate all proposals using the criteria outlined in the table below.

Criteria	RFQ Reference	Percentage
Firm Information	3.3.a	10%
Qualifications	3.3.b	50%
Proposed Contract	3.3.c	3%
Project Process/Plan of Operation	3.3.d	35%
Legal Forms	3.3.e	2%

- b) Notwithstanding the foregoing, the County reserves the right to make the selection on the basis of best value or quality alone, or to accept or reject any or all proposals if it is determined to be in the best interest of the County.
- c) Proposals found to be technically or substantially non-responsive at any point in the evaluation process may be rejected and not considered further.

#### 4.5 ORAL INTERVIEWS

The County may, at its sole option, elect to require oral presentation(s) by Proposers being considered for award. Those found to be technically or substantially non-responsive to the RFQ will not be invited to participate. This provides an opportunity for the County to ask questions and Proposers to clarify or elaborate on their proposals. This is a fact-finding and explanation session only and does not include negotiation. Should the County elect to allow presentations, the County reserves the right to amend the above scoring percentage to accommodate for the presentation.

#### 4.6 FINAL SELECTION

All proposals will be evaluated by members of the county staff based upon the criteria outlined in Section 4.4, to determine the Proposer whose submission conforms to this RFQ and is the most advantageous to the county. This team will make a recommendation to the Commission, who will make the final selection. Proposers will be notified in writing.

#### 4.7 PUBLIC RECORDS

Only the final results of the evaluation will be available for review. Any work papers, individual evaluator or consultant comments, notes, or scores will be considered confidential. Further, to protect the integrity of the process, any confidential or trade secret information of Proposers, and the ability of the County to

successfully negotiate a contract in the best interest of the partner counties, no proposal or evaluation information will be made available until following the execution of the resulting contract.

#### 4.8 NOTICE OF AWARD

Upon selection by the Commission, the County will notify Proposers in writing of its intent to negotiate a contract.

#### 4.9 CONTRACT NEGOTIATION

The Proposer designated by the Commission will enter into contract negotiations, including negotiations for an acceptable, reasonable fee structure. If an agreement cannot be reached to the satisfaction of the Commission within thirty (30) days of notification of intent to negotiate, the Commission may reject the proposal or revoke the selection and begin negotiations with the next qualified proposer.

#### 4.10 CONTRACT EXECUTION

Following a successful negotiation, the contract will become effective upon the passage of a resolution by the Commission approving the contract.

## **ATTACHMENT A – LEGAL CERTIFICATES**

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 representation 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

**CERTIFICATE OF COMPLIANCE WITH ACT # 2023-409**

**RE: Contract (describe by number or subject) \_\_\_\_\_ by and between the  
\_\_\_\_\_ (Governmental Entity) 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

## 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