

INVITATION TO BID

TRUCK SCALE

FRANKLIN COUNTY COMMISSION

Section I – Invitation to Bid

A. NOTICE OF BID OPENING

NOTICE IS HEREBY GIVEN that Franklin County, Alabama (County), shall receive and open bids for the removal of current scales and foundation, purchase, delivery and installation of new steel truck bed scale solicited by this Invitation to Bid (ITB). This bid shall be governed by Title 39 of Alabama Code (1975), the Public Works Law. Bidders shall be required to comply with the provisions Title 39 regardless if the requirement is explicitly detailed in the bid proposal or not.

Time is of the essence in submitting bids and only bids received by April 3, 2025 at 2:00 PM will be opened and considered. All bids should be submitted to:

**Franklin County Commission
P.O. Box 1028
405 Jackson Avenue North
Russellville, AL 35653**

Bids will be opened at 405 Jackson Avenue North, Russellville, AL 35653 as soon as practicable thereafter. 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 wishes to replace the truck scale currently in use at the Franklin County Landfill located at 6425 Highway 524, Russellville, AL 35653. This includes, but is not limited to, the removal of the current scales and foundation, the purchase, delivery, and installation of a new steel bed truck scale, specifically to include any site work needed to create a foundation. Specifications of the truck scale are included in Section II below. The County is taking bids for labor, equipment, materials, and any incidentals required to purchase and install this new truck scale.

C. THE INVITATION PACKAGE

1. The bid invitation package includes this ITB and all attachments and addenda thereto. Any addenda will be posted on the County's website, franklincountyal.org, by no later than 72 hours prior to the bid deadline. Bidders should verify on the bid form that they have received all pages of the invitation package and addenda, if any. If there are any omissions, the bidder should contact Leah Mansell at lmansell@hiwaay.net to request missing pages. 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.

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

D. 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 the Franklin County for an amount not less than five percent of the of the contractor's bid, but in no event more than ten thousand dollars (\$10,000).

E. CONTACT REGARDING BIDS AND INVITATION

1. Contact initiated by a potential bidder with any County official or County employee shall only be as specifically set out in this Section.
2. All correspondence shall be designated to the County's designated point of contact, Leah Mansell, in writing via email at lmansell@hiwaay.net labeled as "Truck Scale Bid." Bidder may only rely upon representations made in writing, by way of notice or addendum of this ITB.
3. All communications should be limited to the following:
 - a. Any questions or problems related to downloading or obtaining copies of this ITB or the specifications;
 - b. To request an appointment to review bid specifications or plans following the bid opening; however, this shall not be an opportunity to ask questions relating to this Bid and no responses will be provided;
 - c. To ask questions or request additional information regarding this ITB or the specifications, all questions or requests shall be submitted no later than 12:00 pm Central Time on seven (7) business days prior to the bid deadline. Responses, if appropriate, will be posted on the County's website, franklincountyal.org, by close of business three business (3) days prior to the bid deadline.
 - d. To offer a substitute for any item listed in this ITB, a full description of the item(s) offered as substitutes shall be submitted by 12:00 pm Central Time at least seven (7) business days prior to the bid deadline. The County will issue an addendum, if necessary, by posting the same on the County's website at franklincountyal.org by close of business three (3) business days prior to the deadline. Each bidder shall include a copy of the addendum with his/her signature indicating they had received the addendum when submitting their bid. If no addendum is issued, the substitute will not be considered in determining the lowest responsible bidder.
4. Other than as provided in this section, 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 other contact with a County official or 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.

F. BID SPECIFICATIONS

1. Plans and specifications for the truck scale replacement are included in Section II of this ITB, and are also on file for examination at the Franklin County Commission Office at 405 Jackson Avenue North, Russellville, AL 35653. Bidders wishing to review the plans and specifications in person may do so during normal business hours by submitting a request to the County's point of contact pursuant to Section I(E) of this ITB.
2. 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.

G. BIDDER QUALIFICATIONS

All bidders and all program participants must be in compliance with any applicable federal, state, county and municipal laws, regulations, resolutions, and ordinances including, but not limited to, licensing, permitting, and taxation requirements. All bidders should be prepared to submit evidence or documentation as proof that they are properly licensed and permitted under any applicable laws upon request. Such evidence or documentation may be submitted with the bid, including the appropriate general contractor's license number.

E. BID EVALUATION AND BID AWARD

1. The Franklin County Commission (Commission) will serve as the awarding authority for all bids and will award a contract at a regular meeting of the Commission. The Contract will be in the same or similar form as provided in Attachment 4.
2. All bids will be reviewed and evaluated by County staff members, 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.
3. Any and all bids submitted in compliance with this ITB shall be considered. Consistent with Alabama Code (1975) § 39-2-6(a), the contract shall be awarded to the lowest responsible and responsive bidder as determined by the Commission, unless the Commission finds that all the bids are unreasonable or that it is not to the interest of the County to accept any of the bids. A responsible bidder is one who, among other qualities determined necessary for performance, is competent, experienced, and financially able to perform the contract. A responsive bidder is one who submits a bid that complies with the terms and conditions of this ITB and in compliance with County's American Rescue Plan Act Local and Tribal Consistency Fund (LATCF) award, as applicable. Minor irregularities in the bid shall not defeat responsiveness.
4. Failure to bid on all lines will disqualify Bidder. Only one Bidder will be selected for all goods and services. Bidder may utilize subcontractors to meet all requirements of the bid; however, Bidder

will remain solely responsible for providing all services necessary for the completion of this project.

5. The Commission 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, to terminate this bid, or to amend this bid, or take any other action deemed by the Commission to be in the best interest of the County and solely at its discretion.
6. Award will be made at the next regularly scheduled meeting of the Commission, and the apparent successful bidder will be notified in writing.

H. 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 Local and Tribal Consistency Funds (LACTF funds). However, purchases made pursuant to the bid award are not limited to those made with LATCF funds.

I. PREPARING AND SUBMITTING BIDS

1. 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.
2. The Bid Submittal Form and all required documentation shall be forwarded to the Commission, clearly marked on the outside of the envelope as **"Truck Scale Bid,"** along with the name and general contractor license number of Bidder. Facsimiles, emails, and oral bids 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. Bids that are prematurely opened due to failure of bidder to appropriately mark the package will not be considered.
3. All bids must be received at the Franklin County Commission Office located at 405 Jackson Avenue North, Russellville, AL 35653 prior to the bid opening. Bids received after the deadline will be returned unopened.
4. Bidders may submit modifications or changes to the bids, provided any such modification is marked as such and is received prior to the bid opening.

J. CONTENT OF BIDS

1. **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.**
2. **The Bid Form (Attachment 2) must be used to provide the bidder's firm, fixed cost for goods and services.**

3. **Cashier's Check or Bid Bond consistent with Alabama Code (1975) § 39-2-4(a).**
4. **Consistent with Alabama law and federal guidelines, the following forms are also required as part of the bid package:**
 - a. Bidder must provide a copy of the CERTIFICATE OF COMPLIANCE WITH ACT 2016-312.
 - b. 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>.
 - c. Bidder must provide a copy of E-Verify MOU entered into with the Department of Homeland Security. This can be accessed once logged in to E-verify.
 - d. 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>.
 - e. If the bid price meets or exceeds \$100,000, a copy of the Byrd Anti-lobbying Certificate.
 - f. Bidder must provide a copy of the CERTIFICATE OF COMPLIANCE WITH ACT 2023-409.

For your convenience, copies of these forms, with the exception of the E-verify MOU, are also included as Attachment 3.

5. **The Bid Package should also include information and/or specification sheet(s) on models bid with all features and options included.**
6. **Signed copy of any addenda, as applicable.**

K. MINIMUM LEGAL REQUIREMENTS

Bidders shall be compliant with all relevant federal, state, and local laws, regulations, and ordinances in the performance of this contract. With respect to conflicts of law principles, Alabama law shall apply to the services provided pursuant to this ITB. At a minimum, bidders must be compliant with the following:

1. 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.
2. 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.
3. In compliance with Code of Alabama (1975) § 41-16-161, by signing this contract, Contractor provides written verification that Contractor, 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 Contractor 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.

4. The Parties agree to comply with any applicable federal, state, and local laws and policies and procedures. It is understood that the Project is being funded, at least in part, with LATCF granted to the County. As such, the parties agree to comply with applicable requirements of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), regulations adopted by Treasury pursuant to section 605(c) of the Act and guidance issued by Treasury regarding the foregoing.

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

- a. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 80 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- b. New Restrictions on Lobbying. Contractor must certify that it will not, and has not, used federal appropriated funds to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an 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.
- c. Generally applicable federal environmental laws and regulations. Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). All violations must be reported to the County, Treasury, and the Regional Office of the Environmental Protection Agency.
- d. Generally applicable anti-discrimination laws and regulations, including protections for whistleblowers relating to the use of federal funds. This includes, but is not limited to: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d, et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601, et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101, et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101, et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and

local governments or instrumentalities or agencies thereto; and discrimination or retaliation against whistleblowers as provided in 41 U.S.C. § 4712.

- e. For contracts/subcontracts over \$100,000.00, work performed by mechanics and laborers is subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by 29 C.F.R. Part 5, including, specifically, safety standards, limitations on hours in a workweek and overtime for any work spent over 40 hours, and proper documentation for all employees.
 - i. A contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided 40 U.S.C. Chapter 37; and
 - ii. When a violation of clause (i) occurs, the contractor and any subcontractor responsible for the violation are liable:
 - 1. to the affected employee for the employee's unpaid wages; and
 - 2. to the government, the District of Columbia, or a territory for liquidated damages as provided in the contract.
- f. Expenditures for iron, steel, manufactured products, and construction materials used in an infrastructure project funded using a LATCF award generally must be produced in the United States. These requirements do not apply to non-infrastructure projects.
- g. Recipients are responsible for complying with all other applicable laws in the course of using the funds from their award, including all applicable environmental laws and all laws applicable to federal financial assistance (unless stated otherwise in this guidance or the award agreement). Applicable laws include but are not limited to those listed in the award agreement.
- h. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997) re: Increasing Seat Belt Use, Treasury encourages recipients to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles. Recipients should also encourage their contractors to adopt and enforce such policies.
- i. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), re: Reducing Text Messaging While Driving, Treasury encourages recipients to encourage their employees and contractors to adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

L. BONDING, INSURANCE, AND LIABILITY

1. 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 actions on the bond.

2. Successful bidder, at its sole expense, shall obtain and maintain in full force insurance meeting the following standards to protect the Bidder and the County at limits and coverages specified below. The limits and coverages specified below are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Bidder and the County.
 - a. 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 Commission. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the County for prior approval.
 - b. Successful bidder shall name the County, its Commission, officers, appointees, employees, and agents as additional insured for claims arising out of the Bidder and/or any subcontractor(s) work. The naming of the additional insured does not obligate the additional insured to pay any premiums due.
 - c. Policy Limits:
 - i. 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 Franklin County Commission, its officers, appointees, employees, and agents.
 - ii. Commercial General Liability - Combined single limit (bodily injury and property damage combined) as follows:

| | |
|------------------------------------|-----------|
| A. Each Occurrence | \$150,000 |
| B. Personal and Advertising Injury | \$150,000 |
| C. Products/completed | \$150,000 |
| D. Operation Aggregate | \$150,000 |
| E. General Aggregate | \$500,000 |

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 (to remain in effect for 24 months beyond completion and acceptance by owner of the project, whichever is later).
 - iii. Automobile Liability to cover all owned, non-owned, and hired vehicles with a combined single limit (bodily injury and property damage combined):

| | |
|--|-----------|
| A. Per person | \$250,000 |
| B. Per occurrence | \$500,000 |
| C. For property damage, per occurrence | \$100,000 |

3. Indemnity and Liability. Under this section the term County shall include Franklin County, the Franklin County Commission, the officers, appointees, department heads, agents, and employees of the Franklin County Commission.
 - a. 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.
 - b. As allowed by law, 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. RESERVATIONS AND INSTRUCTIONS

1. All products and services shall meet or exceed specifications as outlined in this ITB as set out below. Exceptions to the bid specifications must be requested as provided in Section I(E)(3)(d) above. The awarding authority, in its sole discretion, may accept or reject these exceptions in whole or in part by way of addenda.
2. The requirements have been developed to allow the awarding authority to uniformly evaluate prices submitted for the products and services. 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.
3. 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 up to the destination where the materials are received and prior to installation.

B. TRUCK SCALE SPECIFICATIONS

The truck scale shall meet, at a minimum, the following specifications:

1. Steel truck scale
2. Concentrated Load Capacity of at least 100,000 lbs.
3. Overall capacity 240,000 lbs.
4. Deck Size 70 feet x 11 feet
5. Standard 3/8" tread deck plate
6. Scale Height from ground 8 to 12 inches
7. Modules 3
8. Guide rail system

9. Wired for computerized weighing system
 - a. Ethernet Interface shall be through an external IEEE 802.3, 100Base-T compatible, 10/100/1000 Mbps RJ45 connection.
 - b. Instrument shall be accessible through a standard PC browser using standard ethernet interface. Use of any special software application for access instrument is prohibited
 - c. Use of serial converters or similar means to obtain ethernet connectivity is prohibited.

Bidder shall include in its bid package a certification that the construction materials and equipment to be provided by the Bidder is compliant with applicable Build America Buy America (BABA) requirements, as codified by 2 C.F.R. Part 184, and with Code of Alabama (1975) §39-3-4. Specifically, all iron, steel, and construction materials must be produced within the United States, and the cost of more than 50% of the components of any manufactured item must have been produced within the United States.

C. SCOPE OF WORK

As part of the scope of work Bidder must perform, at a minimum, the following:

1. Removal of existing foundation and scales.
 - a. Equipment required for removal
2. Lay a new concrete foundation, including two (2) level approaches and two (2) ramps. Foundation should continue from scales to scale house (44 inches). This scope includes, but is not limited to:
 - a. Excavate for continuous foundations;
 - b. Excavate for clean out slab;
 - c. Excavate for ramps and approaches;
 - d. Spoils to be disposed of onsite;
 - e. Backfill edges;
 - f. Continuous foundations are 3,000 psi of straight cement, or as required by the scale manufacturer.

This approach assumes existing grade to be at top of approach elevation.
3. Delivery and Installation of Scale Equipment including, but not limited to, the following:
 - a. Installation of Scale by qualified and certified personnel;
 - b. Crane rental;
 - c. Conduit and any miscellaneous equipment/material needed for installation (e.g., anchors);
 - d. Testing and final calibration of equipment.

Bidder should provide an estimated schedule relating to this line item as part of its bid package.

All services provided shall ensure compliance with all applicable codes.

Bidder must coordinate with the County to provide services in such a manner so as to limit interruption in the County's operations.

Attachment 1

BID SUBMITTAL FORM

Company Name: _____

Address: _____

Company Representative Name and Title: _____

Email address: _____

Phone: _____

License Number #: _____

By submitting this bid, we agree:

Initials

That the model identified in the bid and any services meet the bid specifications.

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

That project provided from awarded bidder will
be as described in this bid at the bid price.

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 bid includes a bid bond as required under Alabama law
and as defined in this ITB.

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

That Bidder will provide a performance bond and insurance certificate
as required by this ITB.

That the bidder is not suspended or debarred from contracting
pursuant to 2 C.F.R. §200.214 and will provide notice if that
status changes during the contract term.

Bidder certifies that the materials to be provided have been produced
or manufactured in the United States consistent with 2 C.F.R. Part 184
and Code of Alabama § 39-3-4.

Signature of company representative submitting bid: _____

Title: _____

Attachment 2

BID FORM

Bidder Name: _____

Pricing must include all necessary materials, mechanical installation, freight, and rental equipment for a complete job. Costs should not include federal or state excise taxes. Tax exemption certificates will be provided upon request.

Bidders are required to bid on all items.

| Description | Price |
|--|--------------|
| REMOVAL OF EXISTING FOUNDATION AND SCALES | |
| FOUNDATION WORK | |
| COST OF SCALE PURCHASE, DELIVERY, AND INSTALLATION | |
| TOTAL PROJECT COST | |

Estimated time frame to complete this project, including delivery: _____ days

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

| | | |
|--|--|--|
| Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service | Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information. | Give Form to the requester. Do not send to the IRS. |
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| Print or type. See Specific Instructions on page 3. | <table style="width: 100%;"> <tr> <td style="width: 65%;"> 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. </td> <td style="width: 35%;"></td> </tr> <tr> <td colspan="2"> 2 Business name/disregarded entity name, if different from above </td> </tr> <tr> <td style="vertical-align: top;"> 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ </td> <td style="vertical-align: top;"> 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> </td> </tr> <tr> <td> 5 Address (number, street, and apt. or suite no.) See instructions. </td> <td> Requester's name and address (optional) </td> </tr> <tr> <td> 6 City, state, and ZIP code </td> <td></td> </tr> <tr> <td colspan="2"> 7 List account number(s) here (optional) </td> </tr> </table> | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | | 2 Business name/disregarded entity name, if different from above | | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> | 5 Address (number, street, and apt. or suite no.) See instructions. | Requester's name and address (optional) | 6 City, state, and ZIP code | | 7 List account number(s) here (optional) | |
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| 6 City, state, and ZIP code | | | | | | | | | | | | | |
| 7 List account number(s) here (optional) | | | | | | | | | | | | | |

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| Part I Taxpayer Identification Number (TIN) | |
| Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. | |
| Social security number <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"> [][]-[][]-[][][][][] </div> | or Employer identification number <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"> [][]-[][][][][][][][] </div> |
| Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter. | |

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| Part II Certification | |
| Under penalties of perjury, I certify that: | |
| 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. | |
| Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later. | |

| | | |
|------------------|----------------------------------|--------------|
| Sign Here | Signature of U.S. person ▶ _____ | Date ▶ _____ |
|------------------|----------------------------------|--------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amounts reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

Attachment 4
CONTRACT FORM

CONTRACT FOR PUBLIC WORKS PROJECT FOR TRUCK BED SCALE

THIS Contract, made and entered into this ____ day of _____, 2025, is by and between the Franklin County Commission (the County) and _____ (the Contractor).

WHEREAS, consistent with the Public Works Law, codified under Title 39 of the Code of Alabama (1975), the County, issued and duly advertised an Invitation to Bid, which is adopted as if set forth herein as Exhibit A, soliciting bids for the delivery and installation of a new Truck Scale (the Project); and

WHEREAS, on _____, sealed bids for the Project were opened at the Franklin County Commission Office; and

WHEREAS, the Contractor submitted a bid in response; and

WHEREAS, at a regularly scheduled Commission meeting of the County, the bid for the above-referenced Project was awarded to Contractor as the lowest responsible bidder having submitted the most responsive bid for this Project; and

WHEREAS, the County Commission is satisfied that the process and bids were in substantial compliance with the Public Works Law.

NOW, THEREFORE, the parties agree to enter into this Contract for all goods and services relating to this Project under the following terms and conditions:

1. The Contract shall consist of this Contract, and any attachments or addenda thereto, the Bid Document, the Notice to Contractor, and any Plans and Specifications prepared by the Contractor and approved by the County, if any, (collectively, the Contract Documents). The Contract Documents are hereby made a part of the Agreement as fully and to the same effect as the same had been set forth at length in this Contract. For the avoidance of doubt, the terms and conditions of the Bid Document including, without limitation, Section I(K), Minimum Legal Requirements, and Section I(L), Bonding, Insurance, and Liability, expressly apply to this Contract.
2. The Contractor shall furnish and deliver all the materials and to perform all the work and labor required for the presite work, delivery, and installation for the project as set for the in the scope of work provided in the Contract Documents, including specifically, Section II of the Bid Document and the Plans and Specifications.
3. The total cost of all materials, resources, and work for the project as set forth in Paragraph 2 shall not exceed \$_____.
4. Unless otherwise directed in writing, the Contractor shall commence work ____ days following the execution of this Contract. The Contractor hereby agrees to complete work within ____ days. All work shall be performed in such a manner as to limit the disruption to the County's normal operations.
5. All work shall be done in accordance with the laws of the State of Alabama under the direct

supervision, and to the entire satisfaction of, the County Administrator or her designee.

6. The County agrees and promises to pay the Contractor for said work performed in compliance with the provisions of the Alabama Code (1975) §39-2-12, when completed in accordance with the provisions of this Contract, upon presentation of proper certificates approved by the County and pursuant to the terms of the Contract.
7. The decision of the County Administrator upon any question connected with the execution of this Contract, or any failure or delay in the prosecution of the work by the Contractor, shall be final and conclusive.
8. All notices, reporting, or other communication required under the terms of this Contract shall be submitted to following, postage prepaid, as follows:

| | |
|--|----------------------------|
| For the County: Franklin County Commission Attn: Leah Mansell 405 Jackson Avenue North Russellville, AL 35653 | For the Contractor: |
|--|----------------------------|

9. It is expressly understood that all or part of the cost of this contract may be made utilizing the participating county's American Rescue Plan Act Local and Tribal Consistency Funds ("LATCF") funds. Contractor certifies that it is not debarred or suspended from receiving federal funds and has an ongoing obligation to promptly report any such debarment or suspension to the Association should it arise during the term of this contract, including any renewal period. Any such debarment or suspension shall be cause for termination of this contract.
10. If any portion of this contract is held to be invalid by a court of competent jurisdiction, the offending portion of the contract shall be stricken, and the remaining terms and conditions shall remain in full force and effect.

Executed on this the ____ day of _____ 2025.

Signature page to follow.

FRANKLIN COUNTY COMMISSION

CONTRACTOR:

By: _____
Judge Barry Moore, Chair

By: _____
Signature of Authorized Representative

Date: _____

Printed Name/Title of Authorized Representative

Attest: _____
Leah Mansell, Administrator

Date: _____

Date: _____