



**CITY OF FAIRHOPE**  
**REQUEST FOR QUALIFICATIONS**

**SEALED PROPOSALS** will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope's City Services and Public Utilities Building located at, 555 South Section St. Fairhope, Alabama, until 10:00 A.M. Tuesday, August 6, 2024, and then publicly opened thereafter, for furnishing all labor and materials, and performing all work required by the City of Fairhope and described as follows:

**RFQ No. PS24-028**  
**Professional Engineering Services**  
**City of Fairhope Comprehensive Safety Action Plan**  
**US Department of Transportation SS4A Grant**

The City of Fairhope is seeking qualifications from engineering firms for the development of a Comprehensive Safety Action Plan (CSAP). The CSAP will be funded through a U.S. Department of Transportation Federal Highway Administration Safe Streets and Road for all (SS4A) Grant.

Request for Qualifications documents will be posted on the City of Fairhope Website: [www.FairhopeAL.gov](http://www.FairhopeAL.gov) or a copy may be obtained by e-mailing: [Purchasing@FairhopeAL.gov](mailto:Purchasing@FairhopeAL.gov). Specifications are on file and may be seen in the Purchasing Department of the City of Fairhope, Alabama, 555 S. Section Street. Prior to opening, Bid packages may be picked up at that location during normal operation, between 7:00 am and 4:00 pm local time.

Questions or comments pertaining to this bid must be presented in writing, sent as e-mail to the attention of the Purchasing Manager, Erin Wolfe, 555 South Section St., Fairhope, AL 36532, e-mail: [Purchasing@FairhopeAL.gov](mailto:Purchasing@FairhopeAL.gov), by Thursday, August 1, 2024, at 11:00 A.M. or will be forever waived.

There will be a non-mandatory pre-bid meeting on Tuesday, July 30, 2024, at 10:00 A.M. at the City Services and Public Utilities Building, located at 555 South Section Street, Fairhope, AL 36532.

The City of Fairhope is an Equal Opportunity Employer and requires that all **BIDDERS** comply with the Equal Employment Opportunity laws and the provisions of the CONTRACT Documents in this regard. The **CITY** also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

All bids must be on blank bid forms provided in the Bid Documents. All bids, with their guarantee (when required), must be enclosed in a sealed, opaque envelope, clearly identified on the outside as a "**Sealed Bid**" with **Item Name, Bid Number, City of Fairhope's Name and Address and CONTRACTOR's Name and Address**. Each bid must be in a separate envelope. Bids made out in pencil will not be accepted. Failure to observe the instructions contained herein will constitute grounds for rejection of your bid. The **City** reserves the right to accept or reject all bids or any portion thereof, and to waive informalities and to furnish any item of material or work to change the amount of the CONTRACT, whichever is in the best interest of the City of Fairhope.

No bids will be considered unless the **CONTRACTOR**, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State Licensing board for General BIDDERS, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the Code of Alabama, 1975. In addition, the Awarded Vendor, if non-resident of the State, and if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama. **CONTRACTOR** must have a current business license or purchase a business license with the City of Fairhope prior to work performed. No bids shall be withdrawn for the period of thirty (30) days subsequent to the opening of proposals without the consent of the City of Fairhope, Baldwin County, Alabama. Once completed, a tabulation of the responsive and responsible bids will be available for public viewing by visiting the following web address: [www.FairhopeAL.gov](http://www.FairhopeAL.gov).



REQUEST FOR QUALIFICATIONS  
RFQ NO. PS24-028  
PROFESSIONAL ENGINEERING SERVICES  
CITY OF FAIRHOPE  
COMPREHENSIVE SAFETY ACTION PLAN

U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION SAFE STREETS  
AND ROAD FOR ALL (SS4A) GRANT

CITY OF FAIRHOPE  
SHERRY SULLIVAN, MAYOR

**RFQ NO. PS24-028**  
**REQUEST FOR QUALIFICATIONS (RFQ)**  
**PROFESSIONAL ENGINEERING SERVICES**  
**CITY OF FAIRHOPE**  
**COMPREHENSIVE SAFETY ACTION PLAN**  
**U.S. DEPT OF TRANSPORTATION**  
**FEDERAL HIGHWAY ADMINISTRATION SAFE STREETS AND ROAD FOR ALL (SS4A) GRANT**

### **1. Invitation to Provide Qualifications**

The City of Fairhope is requesting proposals from qualified engineering firms for the development of a Comprehensive Safety Action Plan (“CSAP”). The CSAP will be funded through a U.S. Department of Transportation Federal Highway Administration Safe Streets and Road for All (SS4A) grant.

This is a procurement of professional services and will be conducted in a manner to provide full and open competition. An evaluation committee will review all proposals and will rank firms based on criteria identified in Evaluation and Scoring of this Request for Qualifications. The criteria will include, but is not limited to firm’s experience, project understanding and approach, quality assurance and quality control. Upon selection by the evaluation committee, the City will enter into negotiations with the successful Respondent. Pending successful negotiations, the successful Respondent will enter into a Contract for professional services with the City.

The Period of Performance will be from contract execution date through June 2026 (end of grant).

### **2. Background**

With the SS4A grant, the City of Fairhope (“City”) plans to combine the existing programs, strategies and studies into a city-wide Comprehensive Safety Action Plan (“CSAP”). A Safety Action Plan will help guarantee fewer accidents while also acknowledging the City’s current and future growth. The CSAP will evaluate which safety measures make the most sense to implement in areas where known traffic accidents have occurred. Accident prone areas with State and/or County controlled roads do present challenges; however, the City is confident that the Action Plan will prompt solutions that may be resolved through coordination with other agencies. The City’s Planning and Zoning, and Public Works Departments have a collaborative working relationship with multiple external partners. Continued coordination with the Eastern Shore MPO (Metropolitan Planning Organization), Alabama Department of Transportation (“ALDOT”), and Baldwin County Commission during the development of the Action Plan will be necessary to achieve holistic connectivity in southern Baldwin County. The City will also partner with other organizations and citizen committees such as the Baldwin County Trailblazers, Fairhope Bike and Pedestrian Committee, Fairhope Environmental Advisory Board, Fairhope Traffic Committee and the Fairhope Planning Commission, as well as smaller local business who have assisted in applying pressure to the local governments to better incorporate transportation infrastructure for all users.

### **3. Scope of Work**

The scope of the project is to develop a CSAP for the City of Fairhope. The goal of the CSAP is to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries for all users. The CSAP must include all components laid out by the U.S. Department of Transportation (“DOT”) in the [SS4A grant notice of funding opportunity](#). Components of the SS4A plan can be found on Table 1 in the SS4A 2023 NOFO.

Services to be included in the Action Plan development for this contract will include but are not limited to:

- Creation of a committee, task force, implementation group, or similar body charged with oversight of the Safety Action Plan.
- Safety analysis of existing conditions and historical trends that provide a baseline level of crashes involving fatalities and serious injuries across the City.
- Assistance with Public Engagement and Collaboration with the public and relevant stakeholders.
- Equity considerations developed through a plan using inclusive and representative processes.
- Policy and process review that will provide an assessment of current policies, plans, guidelines and/or standards to identify opportunities for improvements to and prioritize transportation safety processes.

- Project selections that identify a comprehensive set of projects and strategies, which are to be shaped by data and the best available evidence and noteworthy practices, as well as stakeholder input and Public Engagement processes.
- Update the City's ADA Transition Plan to include GIS data of the City's pedestrian infrastructure. Field inspections of existing infrastructure will be necessary, and documentation should be provided such that it can be utilized within the City's existing GIS system.

The selected firm must comply with all applicable local, State and Federal regulations related to the services provided to the City. The City reserves the right, subject to negotiation and agreement with the selected firm, to either expand or limit the scope of services as needed.

The selected firm is required to have sufficient personnel to complete the tasks required by the Scope of Work. The selected firm will complete the required tasks in a timely and efficient manner. The selected firm is expected to enter into a contract for services based upon the negotiated fee structure.

#### **4. Proposal Requirements**

Firms interested in performing the work will be considered based on a written response to the Request for Qualifications (RFQ). All proposals shall be organized in the following manner:

1. Format
  - a. Proposal shall be bound by a semi-permanent binding method.
  - b. Proposal shall be prepared on 8-1/2" x 11" paper, bound on the long side.
  - c. Proposal shall be in a format and sequencing commensurate with the RFP (in the order the requirements are listed).
  - e. Proposal shall include a Table of Contents.
  - f. Proposal sections shall be tabbed.
  - g. All text shall be clear of binding.
  - h. The submitted proposal shall not exceed ten (10) pages of text (one-sided and double-spaced). The page limitation does not include cover, resumes, index sheets, general proposition data, disclosure of legal and administrative proceedings and financial condition, a brief transmittal letter, or required attachments, such as the following: Disadvantaged Business Enterprise (DBE) certification, FFATA, UEI, SAM and Risk Assessment Forms. A limited number of 11" x 17" fold-out sheets may be included.
  - i. The proposal shall be prepared in the form described below and shall ensure that each page of proposal is identified with the project name, Respondent name, and page number.
2. Narrative Content
  - a. Cover Letter
    - The Statement of Interest shall include a cover letter, not to exceed two (2) pages, accompanying the Statement, and acknowledging receipt of any issued addenda to the RFQ.
    - The cover letter shall indicate a primary contact for the Statement and that person's title, address, phone number, and email address. The letter shall be signed by the person who is also authorized to sign a contract with the City.
    - The cover letter shall introduce the Respondent's Project Team; the legal relationship between these firms must be described. The Project Team is defined as the lead plus any key team members who are critical for consideration by the Evaluation Team and include relevant professional certifications for each key team member.
    - The cover letter shall include a general statement of prior relevant experience and proposed approach for this project.
    - The cover letter shall include a statement committing the availability of the key personnel identified in Section (c) Experience and Background below to perform the work.
  - b. Project Approach and Methodology
    - Prepare a description of the Respondent's technical approach to completing the items identified in the Scope of Work. Specifically address the following:
      - Project Schedule for Scope of Work
      - The complexity, challenges, and problems involved in performing that work.
      - Approaches and philosophy for dealing with problems.

- Sensitivity and experience in dealing with key issues.
- Any additional issues or matters relating to the Scope of Work which the Respondent believes should be addressed.

c. Experience and Background

- Respondents interested in performing the work will be considered based on a written response to this Request for Qualifications. All applicants shall submit their qualifications and list any prior experience with projects similar in nature. The following must be included in the submitted proposal:
  - Statement of registration of the firm, a general description of the firm including, but not limited to, services offered, number of employees, office locations, and years in business.
  - Statement of names, duties and qualifications of the team members that will be involved in this project and their applicable experience. Include a statement as to their professional standing including any pending controversies. If none exist, provide a statement to that effect.
  - List of similar projects the proposed project team have been key personnel for. Include the following information:
    - Project Name and description of the work, the client for whom the work was performed, the location of the work, and dates of performance.
    - Client reference with Name, Position, Address, Telephone Number, and Email address.
    - Total Contract Gross Amount (and firm amount, if difference).
    - Key Project Staff (Principal, day-to-day project manager, key technical staff, etc.
    - Describe Proposed vs. Actual Schedule and Budget.
    - Date of Project Completion.
    - Do not include projects for which key project personnel are no longer employed with the firm. Projects in this section should only be listed if proposed key personnel for this project performed key roles in the listed project.
  - Statement of experience within the local jurisdiction and knowledge of local standards and specifications.
  - Statement of adequacy and availability, in both number and quality of remaining staff, to perform all other functions needed for the proposed services.
  - List of qualified personnel in other disciplines required for proposed services, both in-house and those to be acquired from outside sources and their experience.
  - Statement to confirm that the firm is operating on a sound fiscal basis.
  - Statement of where the work will actually be accomplished. Each Responding firm must have either an office located in the State of Alabama, or be able to demonstrate that the Respondent has full capabilities to substantially undertake the production of the work without an Alabama office. As a rule, travel related expenses to and from Fairhope will not be reimbursable.

d. Project Team/Level of Participation

- The Statement of interest shall provide the following information so that it can be clearly understood by the Evaluation Team and City personnel:
  - Identify Key Project Team Members with responsibility for leading main project tasks, including subconsultants.
  - Include the percentage of time that each member is expected to commit to the project.
  - Identify Key Project Team Members that qualify as DBE, including the percentage of time that each member is expected to commit to the project.
  - Include an organizational chart of the Project Team showing lines of communication, clearly defined roles, availability and decision-making hierarchy.
- Key personnel identified in this proposal will be expected to remain assigned to this project for the term of the Agreement, and to be replaced only with the consent of the City.

e. Additional Information

- The Respondent is invited to describe any particular aspects of the organization or proposal which, by way of background, experience, unique qualifications, or other basis, sets it apart from the competition in its ability to accomplish this particular Scope of Work.
- f. Additional Requirements
- The Respondent shall include the Firm’s UEI number in the proposal.
  - The Respondent shall include evidence of the Firm’s active registration within the System for Award Management (SAM). SAM registration is required for businesses to contract with the Federal Government. Registration can be obtained through [www.sam.gov](http://www.sam.gov).
  - A contract award cannot be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.”

**Qualification Proposal Details**

To be considered, proposals shall be submitted to the City of Fairhope no later than 10:00 a.m. on Tuesday, August 6, 2024. Proposals shall be hand delivered to: Ms. Erin Wolfe, Purchasing Manager, City Services and Public Utilities Building, 555 South Section Street, Fairhope, Alabama or mailed to Post Office Drawer 429, Fairhope, AL 36533. All proposals shall be sealed and labeled on the outside of the envelope, “RFQ PS24-028 Professional Engineering Services – City of Fairhope Comprehensive Safety Action Plan Proposal; Attn: Purchasing.”

No facsimiles or emailed proposals shall be accepted. Proposers shall provide one (1) original paper copy, five (5) identical paper copies, and one (1) identical PDF copy on USB flash drive in the submittal.

Those desiring consideration shall submit proposals before the time and date stated above. All applicants shall submit their qualifications, describe approach to be taken in addressing the scope, understanding of the scope of services, and previous experience with similar projects. **DO NOT INCLUDE ANY PROPOSED FEES, FEE SCHEDULES, OR CONTRACT AMOUNT.**

**Evaluation and Scoring**

Each proposal submitted shall be evaluated and ranked by an evaluation committee. The successful Proposer will be selected based upon the best response offered to the City. Proposers may be requested to give an oral presentation after submission of responses, should the City choose to do so.

The City will consider the following evaluation factors of the received proposals. Each category shall be weighted as follows, and one hundred (100) points are the maximum total of points that can be awarded to a proposal.

- |    |  |           |
|----|--|-----------|
| 1. | Experience/Past Performance  | 25 Points |
|    | <ul style="list-style-type: none"> <li>• Reputation and experience of the firm in connection with services related to similar scopes of work.</li> <li>• References provided from similar projects, to include Contact Name, Contact Phone Number, Contact Email address.</li> </ul> |           |
| 2. | Qualifications of Staff to be assigned   | 25 Points |
|    | <ul style="list-style-type: none"> <li>• Education</li> <li>• Position in Firm</li> <li>• Type and Years of Experience</li> </ul>  |           |
| 3. | Technical Approach/Understanding of the Scope of Work  | 40 Points |
| 4. | Location of Office Performing Work (Primary)   | 10 Points |

Total possible points to be achieved: 100 points

## **Selection**

All proposals will be evaluated and scored based on the criterion listed above. The highest rated respondents MAY be contacted for interviews and/or further presentation. The most highly qualified firm will be recommended to perform the services. This recommendation will be made to the Fairhope City Council, who will make the final selection. A contract will be negotiated and awarded to the qualified applicant selected by the City Council. No pre-submittal interviews will be offered. The respondents will be evaluated, scored, ranked and selected based on the written material submitted.

The City of Fairhope reserves the right to (1) reject any or all proposals not in compliance with RFQ procedures if it is in the best interest of the public to do so, (2) to take no action on the accepted RFQ's, (3) waive informalities in the proposals, (4) to select the proposals which appear to be in the best interest of the City, (5) limit the number of qualifying firms to be reviewed/selected, and (6) to negotiate with any architectural firm, after statements of qualifications are opened, if such is deemed necessary.

## **Schedule**

The following schedule identifies milestone dates for the project. The City of Fairhope reserves the right to adjust the schedule when necessary.

1. Issue Request for Qualifications – 07/12/2024
2. RFQ Questions Deadline – 08/01/2024
3. Proposals Due – 08/06/2024
4. Consultant Interviews (If requested) – Week of 08/19/2024
5. Selection of Consultant – 09/09/2024
6. Contract Negotiation with Selected Consultant – 09/23/2024
7. Notice to Proceed – 10/07/2024

## **Miscellaneous**

1. A cost proposal is intentionally excluded from this submittal.
2. RFQ is not to be construed as a contract or a commitment of any kind, nor does it commit the City of Fairhope to pay any costs incurred in the preparation of a submission or of any costs incurred prior to the execution of a formal contract.
3. No debriefings by City staff to unsuccessful submitters will occur until after the award of a contract to the recommended firm.
4. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. (Please complete the certification form in Attachment A and submit with the Company's proposal). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

## **Questions or Additional Information**

**Questions are due by: Thursday, August 1, 2024 at 11:00 a.m.**

**Please submit questions to:**

Erin Wolfe

Purchasing Manager

City of Fairhope

555 South Section Street

Fairhope, AL 36532

Email: [Purchasing@FairhopeAL.gov](mailto:Purchasing@FairhopeAL.gov)



# ***CITY OF FAIRHOPE STANDARD TERMS AND CONDITIONS PROFESSIONAL SERVICES***

## **1. ACCEPTANCE OF AGREEMENT**

This Agreement contains all terms and conditions agreed upon by the Owner and Engineer (awarded vendor). No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto. The Winning Bidder shall not employ Subcontractors without the express written permission of the Owner. No waiver, alteration, consent or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the Owner and Contractor. This Agreement shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

## **2. APPLICABLE LAW**

This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama. Any litigation arising out of the Agreement shall be heard in the Courts of Baldwin County, Alabama.

## **3. ASSIGNMENT**

The awarded vendor shall not assign the Contract / Agreement / Purchase Order or sublet it as a whole without the express written permission of the City of Fairhope. The awarded vendor shall not assign any payment due them hereunder, without the express written permission of City of Fairhope. The City of Fairhope may assign the Contract / Agreement / Purchase Order, or sublet it as a whole, without the consent of the awarded vendor.

## **4. BUSINESS LICENSE**

The vendor selected to enter into a Contract / Agreement with the City of Fairhope must be licensed to do business in the City of Fairhope prior to commencement of any work under the contract. Delivery of goods or services to the City of Fairhope by Purchase Order have detailed and varied Business License requirements. In all instances that require a business license. Awarded vendor will provide proof of possessing a current City of Fairhope Business License. Prospective bidders will not be required to possess a City of Fairhope Business License prior to award.

## **5. CANCELLATION OF / CONTRACT / AGREEMENT / PURCHASE ORDER / LEASE**

A purchase order can be canceled in whole or in part when awarded vendor fails to deliver or perform as specified. Cancellation of a purchase order can only be made by a written purchase order change (POC) from the City of Fairhope. A term contract, lease or agreement can be canceled by the City of Fairhope, for justifiable cause, or convenience, by written notice.

## **6. FORCE MAJEURE**

Neither the City nor the awarded vendor shall be deemed in breach of Contract / Agreement / Purchase Order, which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other immediately in writing of the cause of such after the beginning period thereof. The awarded vendor may request cancellation and the City of Fairhope may grant the request if performance is prevented by any of the above referenced causes, or other unavoidable circumstances not attributable to the fault or negligence of the vendor. The burden of proof for such relief rests with the vendor. All correspondence pertaining to cancellation of a purchase order or term contract must be addressed to the City of Fairhope Purchasing Manager.

## **7. INSURANCE**

If a Contract / Agreement / Purchase Order results from this RFQ / ITB / RFP, or other form of solicitation, the awarded vendor shall maintain such insurance as will indemnify and hold harmless the City of Fairhope from Workmen's Compensation and Public Liability claims from property damage and personal injury, including death, which may arise from the awarded vendor's operations under this Contract / Agreement / Purchase Order, or by anyone directly or indirectly employed by him/her.



**8. NON-DISCRIMINATION**

The City of Fairhope is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract / Agreement / Purchase Order documents in this regard. The city also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

**9. NON- EXCLUSIVE**

Unless otherwise specified, this Contract / Agreement / Purchase Order is considered a non-exclusive Contract /Agreement / Purchase Order between the parties.

**10. NOTIFICATION AND ACCIDENT REPORTS**

In the event of accidents of any kind, in the performance of a Contract / Agreement / Purchase Order, the awarded vendor shall notify the City of Fairhope immediately and furnish, without delay, copies of all such accident reports to the City of Fairhope. If in the performance of their Work, the awarded vendor fails to immediately report an accident to the City of Fairhope, of which the awarded vendor has knowledge of and which results in a fine levied against the City of Fairhope then the awarded vendor shall be responsible for all fines levied against the City of Fairhope.

**11. RIGHT TO AUDIT**

The awarded vendor shall maintain documentation of all work performed. The awarded vendor shall make any and all documentation available to the City of Fairhope at all reasonable times, for inspections and audit by the City of Fairhope, during the entire term of the Contract / Agreement / Purchase Order and for a period of Three (3) years after expiration of the Contract / Agreement / Purchase Order.

**12. TERMINATION FOR CONVENIENCE**

Any Contract / Agreement / Purchase Order may be terminated for convenience by the City of Fairhope, in whole or in part, by written notification to the awarded vendor.

**13. TERMINATION FOR DEFAULT**

Performance of Work under the Contract / Agreement / Purchase Order Agreement may be terminated by the City of Fairhope, in whole or in part, in writing, whenever the City of Fairhope determines that the awarded vendor has failed to meet the requirements of the Contract / Agreement / Purchase Order.

**14. TERMINATION FOR NON-APPROPRIATION**

Termination for Non-appropriation – The continuation of any financial obligation beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the local source, State Legislature and/or federal sources. The City of Fairhope may terminate any financial obligation, and awarded vendor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City of Fairhope’s funding from local, State and/or federal sources is not appropriated, withdrawn or limited.

**15. IMMIGRATION LAW**

The Contractor agrees that it shall comply with all of the requirements of the **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535**, Alabama Code (1975) Section 31-13-1, et. Seq., (also known as the Alabama Immigration Act) see Section 31-13-9, and the provisions of said Act, including all penalties for violation thereof, are incorporated herein.