



## Alabama Port Authority – Port of Mobile

### *Invitation to Bid*

#### **BID PURPOSE AND REQUIREMENTS ALABAMA STATE PORT AUTHORITY LAWN SERVICES CONTRACT**

The Alabama Port Authority (APA) will accept sealed bids for Lawn Services to be performed at the following restricted (R) and nonrestricted (NR) locations:

- A. International Trade Center; 250 North Water Street (NR)
- B. Adams St., Congress St.; Delchamps Dr., Lipscomb St. & Magnolia St. (NR)
- C. Paper Mill Road (NR)
- D. Pinto Terminal; Dunlap Drive (R & NR)
- E. McDuffie Coal Terminal; 1900 Ezra Trice Boulevard (R)
- F. MRT Facility; east end of Virginia Street (R & NR)
- G. Virginia Street & North Ezra Trice Blvd. (Bridge Area) (NR)
- H. Yeend & Baker Streets (Triangle) (NR)
- I. Baker Street (NR)
- J. Armstrong Facility; 1251 Baker Street (R)
- K. ICTF Property; South Baker Street (NR)
- L. Broad Street (Oval); 1461 South Broad Street (NR)
- M. Broad Street (R & NR)
- N. Brookley Field Property (Old Bay Front Dr. – behind Airbus Admin. Bldg.) (NR)

#### **Requested:**

---

Joy Lang	Date
Fixed Assets & Service Contracts	

#### **Approved:**

---

Kelly Sims	Date
Real Estate Manager	

---

Judith Adams	Date
V.P. Internal & External Affairs	

---

Linda Paaymans	Date
CFO, Secretary/Treasurer	

---

John C. Driscoll	Date
Director & CEO	

No allowance will be made for errors, either of omission or commission, on the part of the bidders. It must be assumed that bidders have fully informed themselves as to all conditions, requirements, and specifications before submitting proposals and they cannot expect to be excused or relieved from the responsibility assumed by their proposals on the plea of error. In case of error in extension of prices, the unit price will govern. The APA reserves the right to reject at will any employees of the Contractor to perform work on APA property.

## **BID PURPOSE AND REQUIREMENTS**

This Janitorial Service contract shall be for a period of five (5) years effective October 1, 2022 and ending September 30, 2027. The Alabama Port Authority reserves the sole right to renew the contract in one (1) year increments at no cost to the APA for a period of up to five (5) years, with the first renewal year contract beginning October 1, 2027. The APA may cancel this contract at its sole discretion for any reason, including but not limited to non-performance of service, by providing a 30-day written notice of termination to Contractor. The APA also reserves the right to amend this contract at any time without penalty.

The APA reserves the right to reject any and all bids deemed for the interest of the Alabama Port Authority and to strike out any item or items in the proposals, and to waive any defect or irregularity not a violation of law or to make any modification in the several conditions herein stipulated that are deemed to be in the best interest of the APA, including the separation of items of a class in making awards. In general, awards will be made at the sole discretion of the APA to the lowest satisfactory and responsible bidder. The APA reserves the right to reject, at will, any employees of the Contractor to perform work on APA property.

No allowance will be made for errors, either of omission or commission, on the part of the bidders. It must be assumed that bidders have fully informed themselves as to *all* conditions, requirements, and specifications before submitting proposals and they cannot expect to be excused or relieved from the responsibility assumed by their proposals on the plea of error. In case of error in extension of prices, the unit price will govern.

All bidders are to carefully examine the site(s) of the proposed work as outlined during the *mandatory* pre-bid meeting and tour and to thoroughly review the contract requirements prior to submission of a bid proposal. Each Bidder shall satisfy oneself as to the character, quality, and quantities of work to be performed, and as to the requirements of the proposed contract. The submission of a proposal shall be proof that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract.

When submitting your proposal, please include a copy of your City of Mobile Business license. Non-residents of the State must show evidence of having qualified with the Secretary of State to do business in Alabama. Where applicable, also include evidence of holding a current license from the State Licensing Board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34 of the Code of Alabama, 1975. Also, bidders must return a signed and notarized copy of the attached STATE OF ALABAMA DISCLOSURE STATEMENT as required by Alabama Act 2001-955. Failure to enclose the aforementioned signed and notarized form in the sealed bid submission will invalidate the bid entirely.

Bidders must furnish with the sealed bids all insurance and a list of chemicals by manufactures name with MSDS sheets, which must be approved by the Environmental Protection Agency and the State of Alabama agriculture & Industries and appropriate certificates as received from federal, state and/or local agencies (to include, but not limited to, current Department of Agriculture and Industries permit), which verify qualifications to do such work listed in the bid. Bidders should also furnish a brief company history reflecting experience in the services listed in this bid and provide three (3) commercial references.

For bids submitted in the amounts of \$50,000 and above, the following will apply: Pursuant to Section 34-8-1 (A) of the Code of Alabama, each bidder must submit with their bid proof of licensing through the Alabama State Board of Licensing for General contractors, with approved maximum bid limits sufficient to cover the bid related to this specification. Failure to comply will

be cause for the rejection of the bid. Bidder must furnish license number. A copy of the bidder's current years' license will expedite the evaluation process. As further clarification regarding the General Contractors License, if your bid is over \$50,000, you must have evidence of a valid general Contractors License included in your bid, i.e., your license number or furnish a copy of the license. Upon opening a bid, if the bid is over \$50,000 and the bidder does not provide evidence of a valid General Contractors License, the bid will be disqualified. ASPA will not wave this requirement if the bid is over \$50,000.

Sealed bid proposals must be delivered via mail courier to the Alabama Port Authority, 250 N. Water Street, Suite 330, Mobile, AL 36602 any time prior to bid opening. Bids *must* be sealed and *must* state the Bid Title ("*Alabama Port Authority's Janitorial Services Bid*") on the outside of the envelope. Failure to mark and/or seal the Bid Package with the Bid Title may invalidate the bid. Sealed bid proposals may also be hand delivered to aforementioned address any time prior to the bid opening. All submitted bids will be publicly opened at 9:00 AM CST on Monday, August 8, 2022, on the 4<sup>th</sup> floor of the International Trade Center; 250 North Water Street, Mobile, AL. 36602. THE ALABAMA PORT AUTHORITY WILL NOT ACCEPT BIDS VIA EMAIL OR FAX.

Questions pertaining to this bid must be presented in writing, sent via email to Joy Lang, at [joy.lang@alports.com](mailto:joy.lang@alports.com) no later than two (2) working days prior to the bid opening or will be forever waived. All answers will be posted to APA's website.

Prospective bidders must attend a **MANDATORY** Pre-bid Meeting and Tour of the facilities on Monday, July 25<sup>th</sup>, 2022 at 9:00 am CST. The meeting will begin on the 4<sup>th</sup> floor of the International Trade Center; 250 North Water Street; Mobile, AL 36602. Due to TWIC escort regulations, only one person per company is allowed to attend the pre-bid tour. The Pre-Bid Meeting & Tour may last up to four hours. If more than 10 companies register to attend the tour, we will have another tour on the July 26<sup>th</sup> at 9:00 am. **Confirm your attendance at the mandatory pre-bid meeting to Joy Lang at [joy.lang@alports.com](mailto:joy.lang@alports.com) no later than noon, Wednesday, July 20, 2022.** Failure to confirm your attendance may result in you not being able to attend the mandatory pre-bid meeting and tour, which is required in order to bid. Masks will be required in the van. The purpose of the meeting and tour is to allow prospective bidders to tour the facilities and familiarize themselves with the specific locations. The submission of a proposal shall be proof that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract. **Prospective bidders must have a valid photo ID issued by a city, state or federal agency in order to attend the pre-bid tour.**

#### **PAYMENT:**

All invoices shall contain the ASA issued Purchase Order Number and shall be mailed to:

Alabama Port Authority

Attn: Accounts Payable

P. O. Box 1588

Mobile, AL 36633-1588

or sent via email to [accountspayable@alports.com](mailto:accountspayable@alports.com) w/Joy Lang at [joy.lang@alports.com](mailto:joy.lang@alports.com) in copy.

-Invoices should indicate work performed at the location in the contract and date(s) worked. Invoices should be received no later than the fifth (5<sup>th</sup>) business day of each month and net thirty (30) days payment. Itemization of each item is for the APA's internal purposes only. Prospective bidders should consider all costs associated with this bid, including, but not limited to APA credentials, TWIC cards, travel time, travel expenses, materials and warranty and insurance, as the APA will award all items listed in the bid as one contract.

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A) (11), the Alabama State Port Authority is exempt from paying taxes. An exemption letter will be furnished upon request.

**IMPORTANT NOTICE TO BIDDERS REGARDING ACCESS TO RESTRICTED FACILITIES:**

Successful bidders requiring access to the Alabama Port Authority's restricted facilities to fulfill any obligations set forth in this bid must comply with the Authority's Access Policy found in its entirety at <https://www.alports.com/port-access/>. It is the policy of the APA that all persons (operators, supervisors, truck drivers, etc.) seeking unescorted access to port facilities must obtain an APA issued photo ID badge, an APA vehicle decal and a Transportation Worker Identification Credential (TWIC) in their possession, *no exceptions*. Information about the Transportation Workers Identification Credential is available online at [www.tsa.gov/twic](http://www.tsa.gov/twic) or by calling 1-855-347-8371. The local TWIC Enrollment Center is located at IdentoGo at 3761 Government Blvd.; Suite E1; Mobile, AL 36693. Information on MANDATORY Security Awareness Training classes can be found at <https://www.alports.com/port-access/>. All prospective bidders are encouraged to review these policies and consider these requirements in preparing bid submissions as this bid will require an APA photo ID & vehicle decal and a TWIC card for access to the APA's restricted facilities.

**IMPORTANT NOTICE TO BIDDERS REGARDING EMPLOYMENT PRACTICES:** Effective October 1, 2011, the Beason-Hammon Alabama Taxpayer & Citizen Protection Act requires that any business entity contracting with or approving any grant or incentives to the state, including the APA, certify compliance with the Act. Alabama's law requires business entities conducting business with the state register with E-Verify on or before January 1, 2012. E-Verify is an Internet-based system that allows an employer to determine the eligibility of that employee to work in the United States. The E-Verify system is operated by the Department of Homeland Security in partnership with the Social Security Administration. E-Verify is available in Spanish. All bidders must certify such compliance by executing the enclosed Certificate of Compliance with the Beason-Hammon Alabama Taxpayer & Citizen Protection Act and returning it to the APA with your bid package. The Certificate must be witnessed. For more information about this system, please log on to [http://www.dhs.gov/files/programs/qc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/qc_1185221678150.shtm).

Bids will be awarded on an all or none basis unless otherwise stated. By signing this bid, I affirm the stipulated services will begin within ten (10) days from receipt of written notification to proceed by APA. Bidders *must* furnish with sealed bids, all insurance, City of Mobile business license and *a list of all chemicals by manufacturer's name with MSDS sheets, which must be approved by the Environmental Protection Agency and State of Alabama Agriculture and Industries*, and appropriate certificates as received from federal, state and/or local agencies (to include, but not limited to, current Department of Agriculture and Industries permit), which verify qualifications to do such work listed in this bid. Bidders *must* also include a brief company history reflecting experience in the services listed in this bid and provide three commercial references. All bids over \$15,000 must be notarized.

**CONTRACTOR'S RESPONSIBILITY:** The Contractor shall be responsible for all damages to persons or property that occur on APA property, as a result of the contractor's fault or negligence, as well as that resulting from acts of the Contractor's employees, agents and subcontractors. The Contractor shall also save and keep harmless the APA against any or all lost cost, damage claims expenses or liability in connection with the performance of this contract.

**PROTECTION OF THE ALABAMA PORT AUTHORITY'S BUILDINGS AND EQUIPMENT:**

The Contractor shall provide reasonable service to avoid damaging existing buildings and/or equipment on APA property, including employee vehicles, such as damage to windows, dents in cars, grass shaving on cars, etc. If the Contractor fails to do so and damages any such buildings, cars or equipment, the Contractor shall replace or repair the damage at no expense to the APA.

If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost thereof, which may be deducted from the contract price.

**PROJECT DESCRIPTION & SCOPE OF WORK TO BE PERFORMED:**

The scope of services for this project includes, but is not limited to furnishing all labor, tools, equipment, insurance, supervision and incidentals necessary to provide lawn service to the APA locations listed in this bid. The successful bidder must have complete knowledge of the maintenance of grass areas, mowing, plant identification, debris removal and other related work areas. The successful bidder must demonstrate, in the bid submittal, evidence of a qualified and experienced staff. Bidder shall submit a list of equipment necessary to perform the job and the number of crew (including years of experience the crew has in commercial lawn service).

Service for all items A-L shall include, but is not limited to: grass cutting, grass/leaf blowing, raking, edging, hedging, pruning shrubs and trimming trees. Grass will be cut at a height of four inches and shall be trimmed evenly with the edges of all curbs and sidewalks. All properties must be maintained to the street. All debris that could interfere with cutting (bottles, rocks, paper, tree limbs, etc.) are to be picked up prior to cutting and disposed of properly. The successful bidder must be familiar with and adhere to the rules and regulations of the City of Mobile Litter Ordinance at all times (<https://www.cityofmobile.org/litter/>). Bark is not to be damaged when moving trimming around trees. Mowing patterns will be established and changed on a monthly basis to create a more aesthetically pleasing and professional appearance. Mowers must be equipped with clipping capture bags and removed from the properties to be mulched or evenly distributed over cut areas. Pruning of ornamental shrubs (up to 15" in height), ground cover and removal of any dead limbs will be conducted as needed to maintain a neat and professional appearance. A deep pruning to obtain uniformity shall be performed in early winter.

In addition to the above services, the following shall be included for item A *only*: Maintain flower beds to include year-round plants/flowers. Weed the flower beds on a regular basis or as needed. Pine straw in the flower beds shall be replaced at a minimum of two times per year or as required to maintain a neat and professional appearance. Sidewalks and parking lots around this building must be kept free of pine straw, weeds and grass shavings. The backside of the building (along the curb and the drive) must be maintained (weeded) as needed.

See attached exhibits for the Alabama Port Authority lawn service locations. These exhibits are furnished as a guide only. Exact areas to be serviced will be discussed in detail at the mandatory pre-bid meeting and tour.

**Bidders Submitted Price for Scope of Lawn Service**

Estimated number of cuttings (24) for item **A** is every 10 days in April, May, June, July, August & September: once a month in January, February, March, October, November and December:

Bidders Total Price for Item A: \$ \_\_\_\_\_ per service

Estimated numbers of cuttings (17) for items **B, E, G – M**; twice in April, May, June, July, August & September & once in October, November, December, February & March:

Bidders Total Price for Item B: \$ \_\_\_\_\_ per service

Bidders Total Price for Item E: \$ \_\_\_\_\_ per service

Bidders Total Price for Item F: \$ \_\_\_\_\_ per service

Bidders Total Price for Item G: \$ \_\_\_\_\_ per service

Bidders Total Price for Item H: \$ \_\_\_\_\_ per service

Bidders Total Price for Item I: \$ \_\_\_\_\_ per service

Bidders Total Price for Item J: \$ \_\_\_\_\_ per service

Bidders Total Price for Item K: \$ \_\_\_\_\_ per service

Bidders Total Price for Item L: \$ \_\_\_\_\_ per service

Bidders Total Price for Item M: \$ \_\_\_\_\_ per service

Estimated number of cuttings (12) for Item **D, F & N** is one cut per month:

Bidders Total Price for Item D: \$ \_\_\_\_\_ per service

Bidders Total Price for Item F: \$ \_\_\_\_\_ per service

Bidders Total Price for Item N: \$ \_\_\_\_\_ per service

Estimated number of bush hog/cuttings (4) for Item **C** is a minimum of four times a year: Three cuts in the spring/summer & one in the fall/winter:

Bidders Total Price for Item C: \$ \_\_\_\_\_ per service

**Bidders Submitted Price for additional call outs at the request of APA:**

Item A    \$ \_\_\_\_\_ per service

Item B    \$ \_\_\_\_\_ per service

Item C    \$ \_\_\_\_\_ per service

Item D    \$ \_\_\_\_\_ per service

Item E    \$ \_\_\_\_\_ per service

Item F    \$ \_\_\_\_\_ per service

Item G    \$ \_\_\_\_\_ per service

Item H    \$ \_\_\_\_\_ per service

Item I    \$ \_\_\_\_\_ per service

Item J    \$ \_\_\_\_\_ per service

Item K    \$ \_\_\_\_\_ per service

Item L    \$ \_\_\_\_\_ per service

Item M    \$ \_\_\_\_\_ per service

Item N    \$ \_\_\_\_\_ per service

PLEASE SEE ATTACHED INDEMNIFICATION SHEET & DISCLOSURE STATEMENT

\_\_\_\_\_  
Company

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

FOR ALL BIDS \$15,000 AND OVER  
STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that such person executed the foregoing instrument as the free act and deed of such person, having been duly authorized to execute such instrument in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Print Name

My commission expires: \_\_\_\_\_

Receipt of following addendums is acknowledged:

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Contractor's Signature:

Contractor Company:

\_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## **INSTRUCTIONS FOR BIDDERS ALABAMA PORT AUTHORITY**

This instruction sheet is provided as a guide to facilitate the bid process and highlight important points for consideration by bidders. Each bidder is responsible for fully reading and complying with the instructions on the Alabama Port Authority bid form. This instruction sheet is to be used as a guide ONLY.

1. Alternate bid proposals and/or suitable attachments may be rendered, with proper support.
2. If your company is not prepared to submit a bid, so state and sign to avoid being deleted from the prospective bidder's list.
3. The Alabama Port Authority reserves the right to reject any and all bids if deemed in the Alabama Port Authority's interest.
4. No allowance will be made for error, either omission or commission.
5. Unit price governs in errors relating to extension of prices.
6. Alabama Port Authority policy has changed. Bids will not be accepted via FAX or EMAIL. All bids must be sealed and sent via mail courier or hand delivered to APA Fixed Assets Office located in the International Trade Center Building, 250 N. Water St., Mobile, Al., 3rd floor, Suite 330, before the specified date and time.
7. The Alabama Port Authority accepts no responsibility for facilitating the receipt of bids.
8. Bids over \$15,000 per year must be NOTARIZED.
9. Bids received after the specified opening time will be returned to the bidder unopened. Bidders are requested to show a return address on the bid envelope.
10. Bid proposals must be filled out completely, including the name, address, telephone number, fax number (if possible), and signature of responsible person.
11. Questions may be directed in writing to Joy Lang at [joy.lang@alports.com](mailto:joy.lang@alports.com).
12. Notarization not required on "SALE" BIDS.
13. 250 North Water Street is the street address.
14. Please specify the bid title on envelope.

## **ALABAMA STATE PORT AUTHORITY** **INSURANCE REQUIREMENTS FOR CONTRACT WORK**

### **INDEMNIFICATION**

The Contractor shall assume all liability for and shall indemnify and save harmless the State of Alabama and the Alabama State Port Authority, doing business as Alabama State Docks (ASD), and its officers and employees from all damages and liability for injury to any person or persons, and injury to or destruction of property, including the loss of use thereof, by reason of an accident or occurrence arising from operations under the contract, whether such operations are performed by himself or by any subcontractor or by anyone directly or indirectly employed by either of them occurring on or about the premises, or the ways and means adjacent during the term of the contract, or any extension thereof, and shall also assume the liability for injury and/or damages to adjacent or neighboring property by reason of work done under the contract.

### **INSURANCE REQUIREMENTS**

The Contractor shall not commence work under the contract until he has obtained all insurance required under the following paragraphs and until such insurance has been approved by ASD, nor shall the Contractor allow any subcontractor to commence work until all similar applicable insurance has been obtained by the subcontractor or the Contractor has provided coverage for the subcontractor. The Contractor shall provide, at his expense, insurance in accordance with the following:

#### **General Requirements (applicable to all policies)**

All policies of insurance must be written with companies acceptable to ASD. The Contractor shall furnish to ASD certificates of insurance, signed by the licensed agent, evidencing required coverages. ASD reserves the right to require certified copies of any and all policies. Each policy of insurance shall provide, either in body of the policy or by endorsement, that such policy cannot be substantially altered or cancelled without thirty (30) days' written notice to ASD and to the insured. **Except for Workers Compensation, said policies will identify Alabama State Port Authority, its officers, officials, agents, servants and employees as Primary and Non-contributory Additional Insureds in connection with work performed for, on behalf of, or on the property of ASD.**

#### **Commercial General Liability**

The Contractor shall take out and maintain during the life of the contract Commercial General Liability insurance, including Blanket Contractual and Completed Operations coverages, in an amount not less than \$2,000,000 for any one occurrence for bodily injury, including death, and property damage liability.

#### **Business Automobile Liability**

The Contractor shall take out and maintain during the life of the contract Business Automobile Liability insurance covering any auto in an amount not less than \$1,000,000 for any one occurrence for bodily injury, including death, and property damage liability.

#### **Workers Compensation**

The Contractor shall take out and maintain during the life of the contract Workers Compensation and Employers Liability insurance providing coverage under the Alabama Workers Compensation Act in an amount not less than that required by Alabama law.

Where applicable, Contractor shall take out and maintain during the life of the contract insurance providing coverage as required by Federal statute, including but not limited to U.S. Longshoremen and Harborworkers' Compensation Act (USL&H), Jones Act, and Railroad Federal Employers Liability Act (FELA).

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 the 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. "Business entity" shall include, but not limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, 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, 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, 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. 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



# State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

OVER

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
--------------------------	---------	---	--

---



---



---

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

---



---



---



---

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

---



---



---



---

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

---



---



---

***By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.***

Signature \_\_\_\_\_ Date \_\_\_\_\_

Notary's Signature \_\_\_\_\_ Date \_\_\_\_\_ Date Notary Expires \_\_\_\_\_

*Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.*



A. International Trade Center – 250 North Water Street (NR)



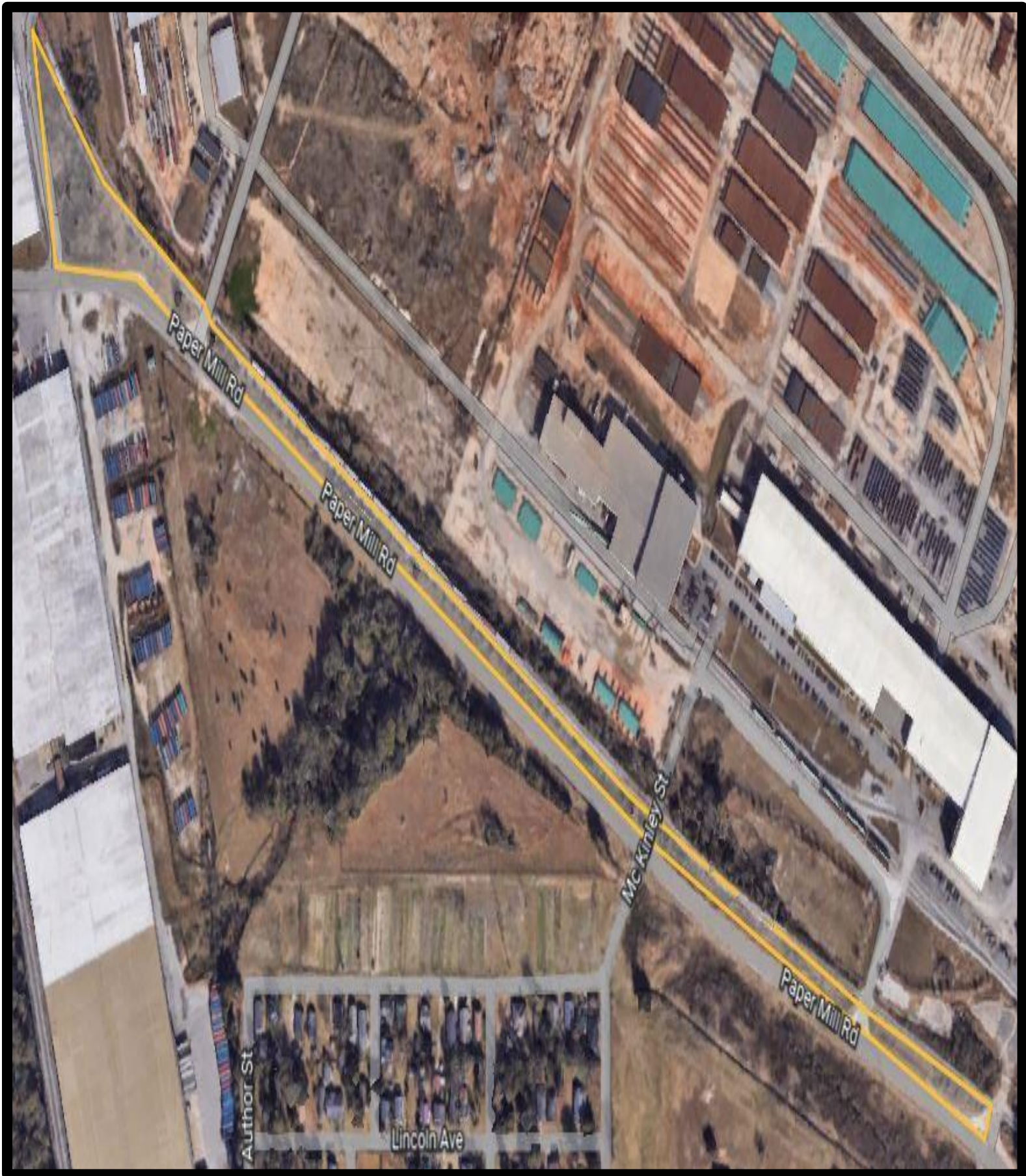


B. Adams St., Congress St., Delchamps Dr., Lipscomb St. & Magnolia St. (NR)



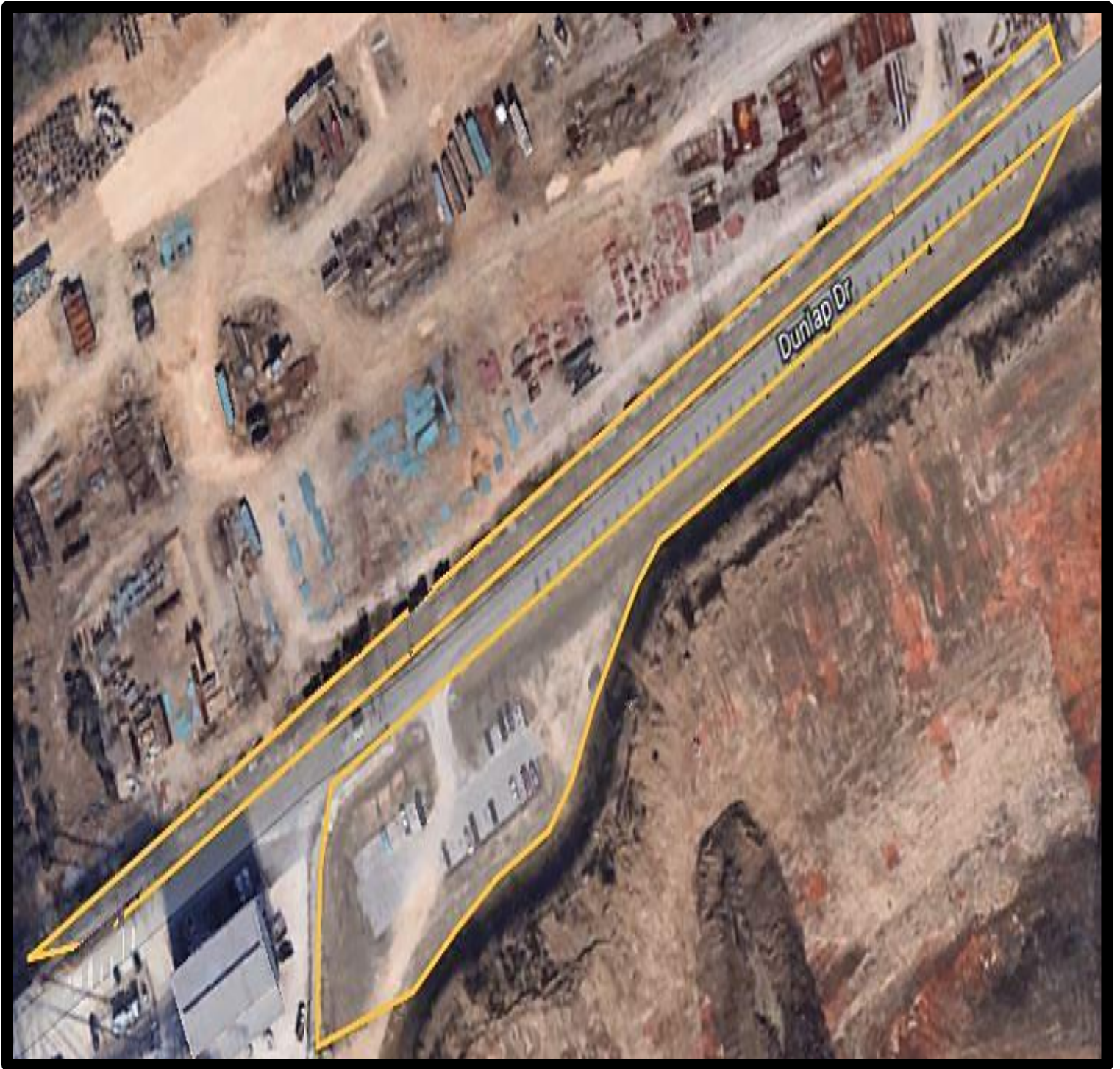


C. Paper Mill Road (NR)





**D. Pinto Island Terminal – Dunlap Drive (R & NR)**



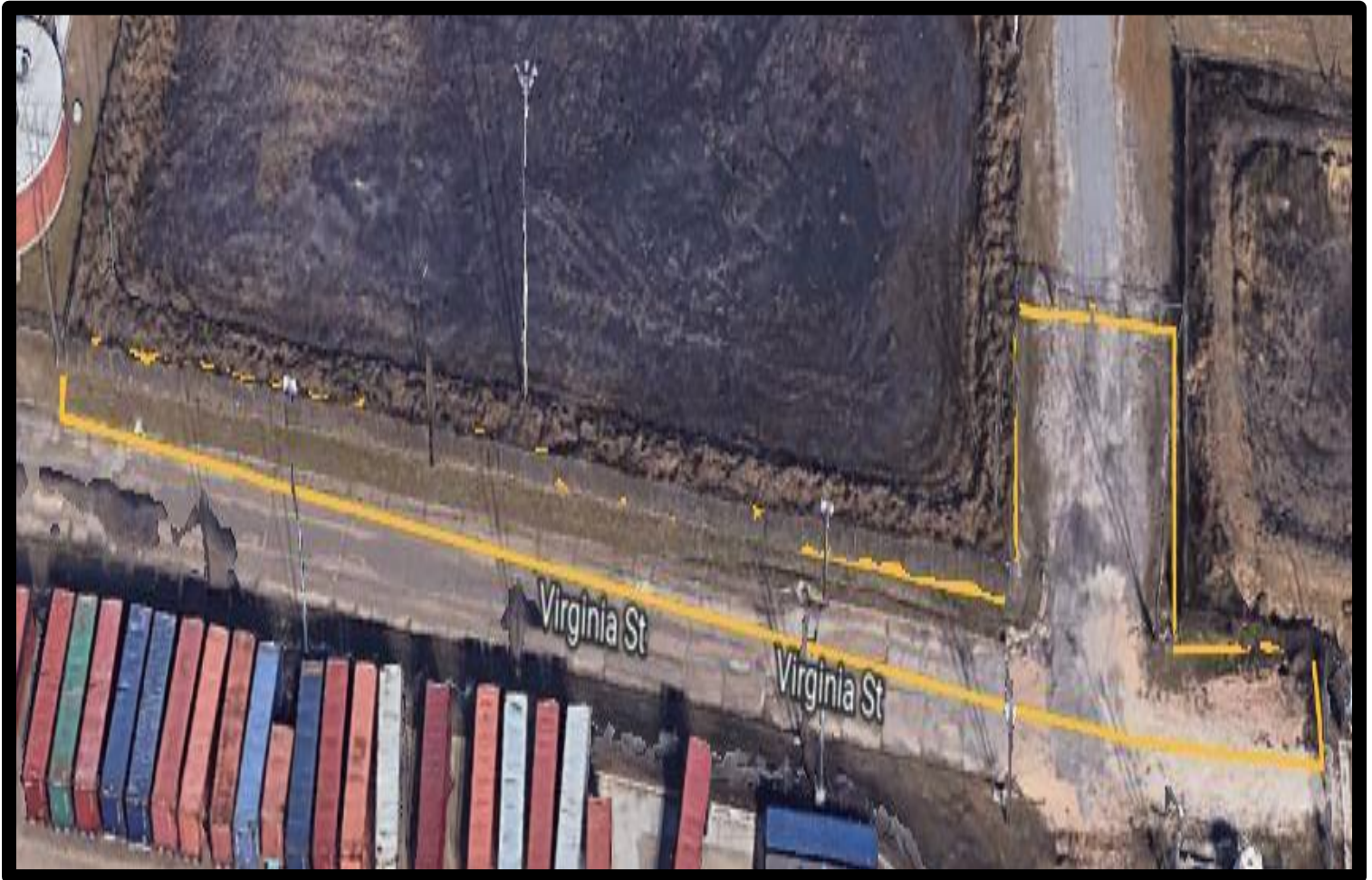


**E. McDuffie Coal Terminal – 1900 Ezra Trice Boulevard (R & NR)**

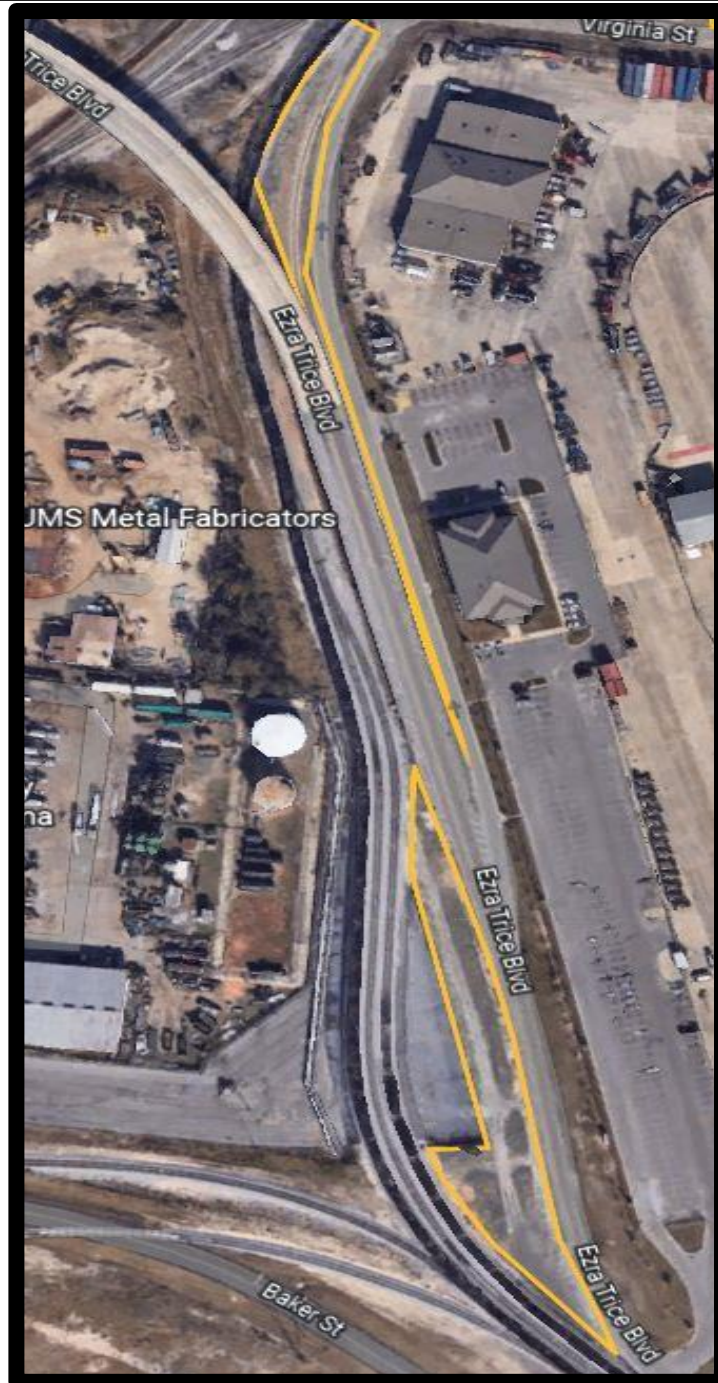




**F. MRT Facility (east end of Virginia Street (R & NR))**



G. Virginia Street & North Ezra Trice Blvd. (Bridge Area) (NR)



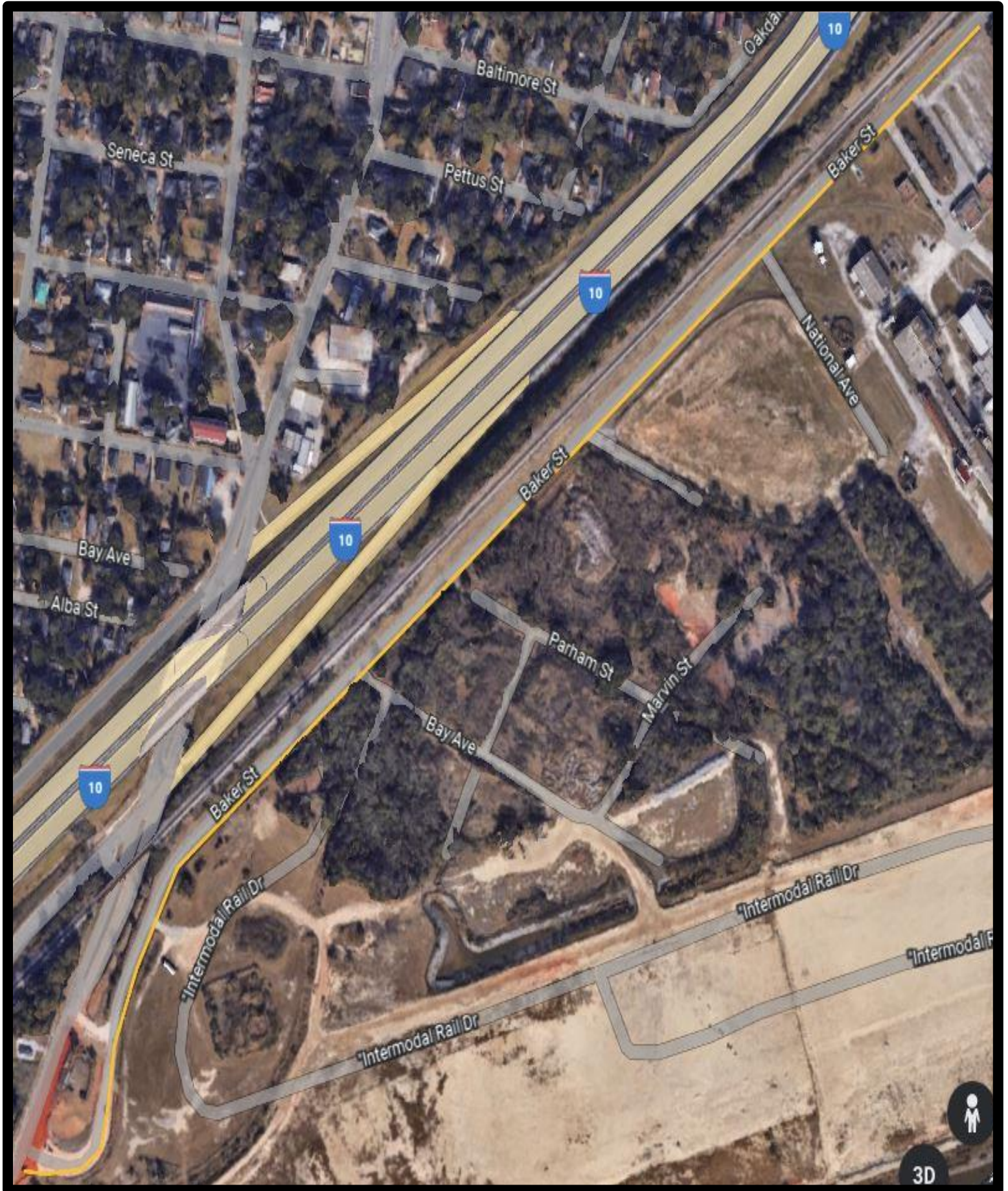


## H. Yeend & Baker Streets (Triangle) (NR)





## I. Baker Street (NR)





**J. Armstrong Facility – 1251 Baker Street (R)**



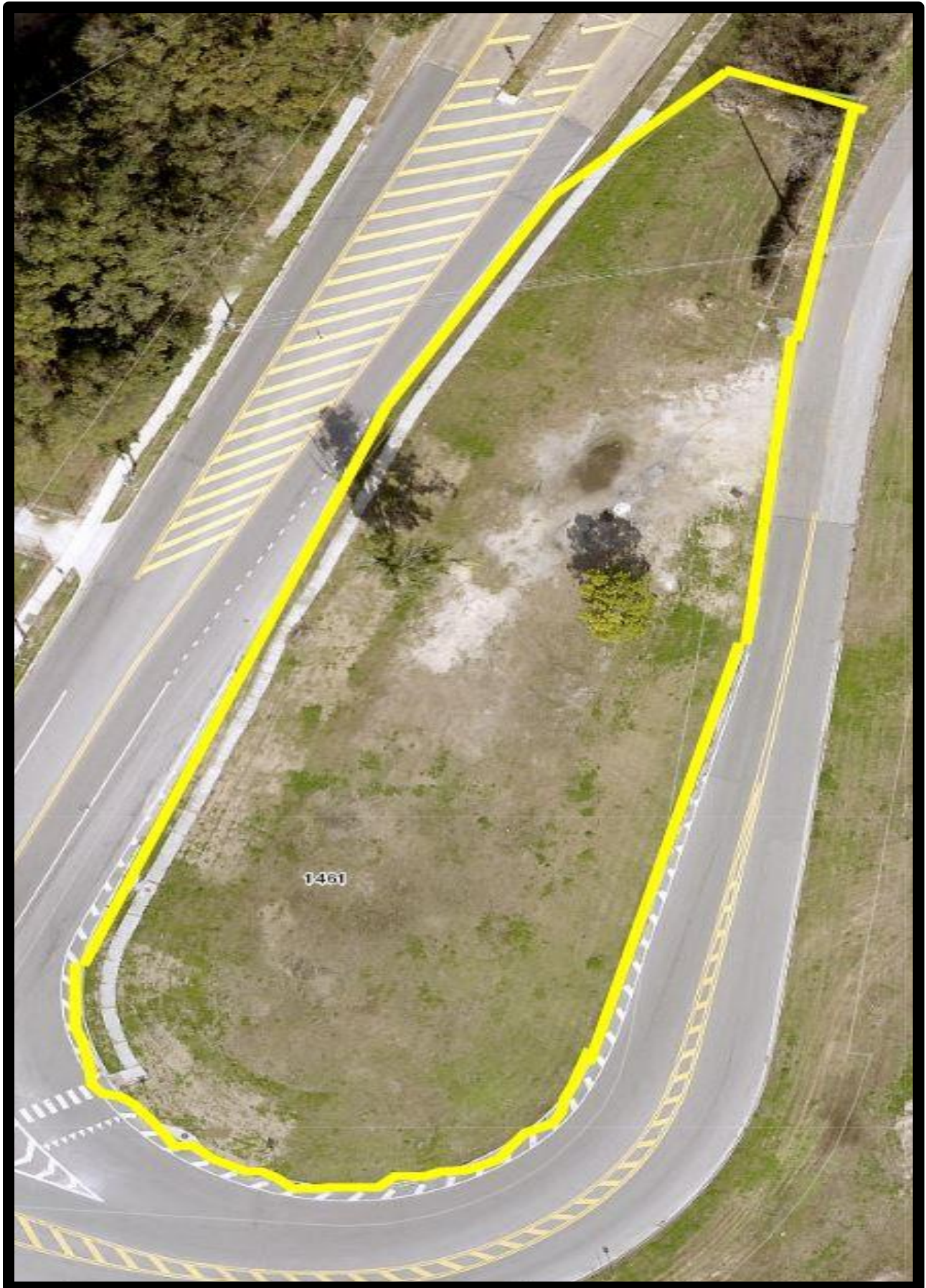


**K. ICTF Property – South Baker Street**





**L. Broad Street (Oval); 1461 South Broad Street (NR)**





M. Broad Street (R & NR)





