



Alabama State Port Authority

Invitation to Bid

BID PURPOSE AND REQUIREMENTS

ALABAMA STATE PORT AUTHORITY (ASPA) – DUNNAGE REMOVAL SERVICE BID

The Dunnage Removal Service Contract shall be for a period of twelve (12) months effective April 10, 2023 and ending May 31, 2024. The ASPA reserves the sole right to renew this contract in one-year increments at no cost to the ASPA, for up to five (5) years. Should the county and/or city increase dumping and/or landfill charges, the ASPA reserves the right to review such county and/or city landfill cost increase(s) and if said cost increase(s) are determined unacceptable by the ASPA, the ASPA reserves the right to terminate and rebid this contract. The ASPA also reserves the right to terminate and/or amend this contract as needed, at will and at any time without cause and without penalty.

The Dunnage Removal Service Contract will also include providing services for the ASPA's single-stream Recycling Program. This contract will include specific requirements that dictate proper collection and disposal of recyclable materials. All of the ASPA's specific recycling requirements must be followed at all times, without exception.

The Alabama State Port Authority: reserves the right to reject any bid if deemed to be unsatisfactory to the ASPA; reserves the right to strike out any item(s) in the proposal; reserves the right to waive any defect or irregularity that is a violation of law and to make any modification in the conditions herein, including the separation of items of a class in making awards. In general, awards are typically made to the lowest, satisfactory *compliant* bidder, however, that is not always the case, as the ASPA reserves the right to select the bid that best suits the requirements of the ASPA when *all* factors contained in the bid are considered and which may not be the lowest bidder.

No allowance will be made for errors, either of omission or commission, on the part of the bidders. The ASPA must assume 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.

Recommended:

Joy Lang
Docks Leasing Agent

Date

Approved:

Beth Branch
Chief Commercial Officer

Date

Approved:

Linda K. Paaymans
Secretary / Treasurer

Date

Approved:

John Driscoll
Director & CEO

Date

Prospective bidders must attend a **MANDATORY** Pre-Bid Meeting and tour of facilities on Tuesday, March 14, 2023, at 9:00 am CST. The meeting and tour is expected to take up to two (2) hours. Pre-Bid Meeting non-attendee bids will not be considered under any circumstances. It is **MANDATORY** that you confirm your attendance at the Mandatory Pre-Bid Meeting to Joy Lang at Joy.Lang@alports.com by Thursday, March 9, 2023 at 4:30 pm CST or you will not be able to participate in the Pre-Bid Meeting and tour, and therefore, you will NOT be allowed to submit a bid. The purpose of the meeting and tour is to allow prospective bidders to familiarize themselves with the specific locations, while thoroughly reviewing and fully understanding the contract requirements prior to submission of a bid package. Each bidder shall satisfy themselves as to the character, quality, and quantities of work to be performed under this contract, and as to the requirements of the contracted work. Submission of a bid package shall be proof that the bidder has made such examination and is fully satisfied as to the conditions to be encountered in the performance of the work and the requirements of the 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.*

All submitted bids will be publicly opened Tuesday, March 21, 2023, at 9:00 a.m. CST in the Killian Room of the International Trade Center, 250 North Water Street, Mobile, AL 36602. Sealed bid proposals must be delivered via mail courier or hand delivered to the Alabama State Port Authority; Attn.: Joy Lang; 250 North Water Street - Suite 330, Mobile, AL 36602 any time *prior* to the time for bid opening. Bids must be sealed and must state the Bid Title: **ASPA Dunnage Removal Service Bid** on the outside of the envelope. Failure to mark the bid package with the bid title and/or properly sealing the bid package will invalidate the bid entirely. **THE ASPA WILL NOT ACCEPT BIDS VIA EMAIL OR FAX.**

Questions or comments pertaining to this bid *must* be sent via email to Joy Lang at Joy.Lang@alports.com no later than 4:30 pm CST, Wednesday, March 15, 2023. Questions and answers will be posted to our website in an addendum by 4:30 pm CST, Thursday, March 16, 2023. Questions submitted late will not be answered and will be forever waived.

The successful bidder is required to possess and provide evidence of all required City, County, State, and Federal licenses and permits including, but not limited to, possessing a valid Dunnage Transporter Permit, and, if applicable, a valid Dunnage Disposal Facility Permit issued by the Alabama Department of Environmental Management and have all appropriate permits and be fully compliant in accordance with ADEM Confined Disposal Sites regulations. If disposal shall occur at a dunnage disposal facility in a different state, said same requirements for licenses and permits inclusive of all aforesaid shall apply. Prospective 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 signed and notarized form in the sealed Bid Package will invalidate the bid entirely. Business entities that are non-residents of Alabama that want to submit a bid package must show evidence of having qualified with the Alabama Secretary of State to do business in Alabama.

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

The ASPA reserves the right to reject at will and for any reason any employee(s) of the contractor from performing work on ASPA property.

Requirements of the dunnage service include, but are not limited to:

1. Providing quotes for all dumpster sizes in bid. If necessary and as needed, frequency of pickup and/or size of dumpsters will be adjusted at no additional costs to the ASPA.
2. Serving all ASPA properties in a route of hauler's choosing.
3. Providing pick-up service within twenty-four (24) hours of notification, for containers that are filled before the scheduled pick-up date. The ASPA will contact the hauler for this additional service.
4. Ensuring all containers provided by contractor are clearly marked as intended for dunnage, as well as be numbered for identification purposes. They shall have stencil-painted on ALL sides, **ASPA DUNNAGE USE ONLY – UNAUTHORIZED USERS WILL BE PROSECUTED**
5. Providing a monthly summary of recyclables, with receipts as backup. The summary shall specify the recyclable material and weight recycled for all containers collected at ASPA and delivered to a certified/licensed materials recovery facility (MRF). The receiving facility shall furnish a receipt of delivery and hauler shall affix said MRF receipt to the monthly report to the ASPA. The hauler shall deliver to facilities that will recycle or repurpose the metals and/or lumber dunnage (the ASPA's objective is not to direct these materials to a landfill). The hauler shall obtain a receipt or ticket from the receiving recycling facility that lists the name of the facility, the location of the facility and states the cubic yards for each pull with a corresponding estimated tonnage delivered to the recycling facility. Recycling facilities must be located in Alabama and must be registered with ADEM per ADEM Admin. Code r. 335-13-3.02. If more than one (1) MRF will be used, include the names of all MRFs that will be used and an explanation of the justification behind using more than one (1) MRF for the single-stream recyclable materials. Receipts should be emailed to Gretchen Barrera, ASPA's Environmental Section Manager at Gretchen.Barrera@alports.com with Joy Lang, Joy.Lang@alports.com and Dana Talbot, Dana.Talbot@alports.com in copy.
6. Complying with the Alabama Department of Environmental Management's Solid Waste Program pursuant to Alabama Code 22-27-1 to 22-27-49.
7. Providing teaching materials (flyers/pamphlets) regarding single-stream recycling and/or provide training to key personnel if requested

General Requirements:

SPECIAL NOTICE AND REQUIREMENT IF DELIVERED TO A LANDFILL: ALL USED PRESSURE-TREATED RAILROAD CROSS TIES AND ALL PRESSURE-TREATED WOOD PRODUCTS REGARDLESS OF METHOD USED TO PRESSURE-TREAT THE WOOD, MUST BE DISPOSED OF AT LICENSED AND PERMITTED RCRA SUBTITLE D LANDFILLS AS REQUIRED BY ADEM REGULATIONS. ABSOLUTELY NO EXCEPTIONS WHATSOEVER WILL BE ALLOWED AND ANY VIOLATION OF THIS REQUIREMENT WILL BE REPORTED TO ADEM AND PROSECUTED TO THE FULLEST EXTENT PERMISSIBLE BY LAW. IGNORANCE OF THE LAW AND THIS DISPOSAL REQUIREMENT IS NOT A DEFENSE UNDER ANY SCENARIO.

For the Main Docks: Tickets must be signed by an ASPA guard at the exit.

For all other areas: For each pull, a ticket must be signed by an approved ASPA representative of that division, or the contractor will not be paid for that pull. A copy of the ticket must also be left with said ASPA representative.

Pinto Terminal Procedures:

The contractor **must** have a minimum of (12) modifiable dumpsters assigned to Pinto's Terminal **at all times**. Container calls will be coordinated in advance with Pinto personnel. The 40 cubic yard dumpsters should be equipped with a lifting eye or be willing to allow ASPA to add them. Also, ALL tickets for Pinto must not only be signed, but MUST include the ship name associated with the dunnage generation on every ticket. Pinto may require service on weekends and/or after normal business hours. *There is a 24-hour turnaround on all 30 and 40 cubic yard container calls.*

All prospective bidders are encouraged to review these policies & procedures and consider these requirements in preparing bid submissions. Bids will be awarded on an all or none basis as determined appropriate by the ASPA unless otherwise stated.

In the event this contract is cancelled by the ASPA, the contractor will have a maximum of fourteen (14) business days to remove all containers from the ASPA properties. All containers will need to be removed and/or chained down for hurricanes.

INVOICING:

All invoices should be sent to:

ASPA Accounts Payable at accountspayable@alports.com with Corolene.Anderson@alports.com, Dana.Talbot@alports.com, Kevin.Clark@alports.com and Joy.Lang@alports.com in copy.

or mailed to:

Alabama State Port Authority
Attn: Accounts Payable
P. O. Box 1588
Mobile, AL 36633-1588

Invoices should list the location of the containers, the number of containers, the size of the containers and the dates of pick-up service. Invoices should be received no later than the 5th of each month and net thirty (30) days payment. The successful bidder will be given instructions on how to invoice ASPA divisions as well as the appropriate contact information for each division where containers are located.

Procedure for Obtaining ASPA Credentials for Restricted Facilities:

Successful bidders requiring access to the Alabama State Port Authority's restricted facilities must obtain an ASPA issued photo ID badge and vehicle decals to gain such access. Applicants for ASPA credentials must also have a Transportation Worker Identification Credential (TWIC) in their possession in order to apply for an ASPA ID or renew an existing ID. Information about the Transportation Workers Identification Credential is available online at <https://www.tsa.gov/for-industry/twic> or by calling 1-855-347-8371. More information about ASPA credentials can be found at <https://www.alports.com/port-access/>

NOTICE TO BIDDERS – COMPLIANCE WITH BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT: Effective October 1, 2011, the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (“the Act”) requires that any business entity contracting with or approving any grant or incentives to the state, including the Alabama State Port Authority, 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. For more information about this system, please log on to http://www.dhs.gov/files/programs/gc_1185221678150.shtm. All bidders must certify such compliance by executing the enclosed CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT and returning it to the Alabama Port Authority with your bid package. The Certificate must be WITNESSED.

Addresses for facilities not on the Main Docks

Terminal Railway (Diesel Shop) – 126 Industrial Canal Road East, Mobile, AL 36610
 Terminal Railway (Maintenance of Way) – 96 Dekle Rd. Mobile, AL 36610
 Blakeley Island Terminal – 1765 Cochrane Causeway; Mobile, AL 36603
 Pinto Terminal – 910 Dunlap Drive, Mobile, AL 36603
 McDuffie Coal Terminal – 1901 Ezra Trice Blvd., Mobile, AL 36603

Estimated number of roll-off containers & locations (subject to revision as needed):

RESTRICTED areas, except where noted, with forty (40) cubic yard containers:

<u>LOCATION</u>	<u>QTY</u>	<u>TYPE</u>
Pier 2	2	TRASH
Pier 5	2	TRASH
Unit 19	1	TRASH
Pier A	2	TRASH
Pier B – South	1	WIRE
Pier B – North	2	TRASH
Pier C – South	1	WIRE
Pier C – North	1	TRASH
Pier C – River End	1	TRASH
AST Parking Lot	1	TRASH
Pier E - South	2	1 TRASH / 1 WIRE
Blakeley Island	1	TBD
Terminal Railway (R & NR areas)	4	TBD
Pinto Terminal	12	TRASH
TOTAL	33	

RESTRICTED area, with thirty (30) cubic yard containers:

McDuffie Coal Terminal	7	TRASH
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Submitted Prices for Scope of Dunnage Removal

Each container must be listed and priced individually (based on size) for ASPA internal accounting purposes. Bidders should consider all costs associated with this bid including the cost of credentials to access restricted areas, travel, labor, insurance and licenses/certificates.

Hauling prices for forty (40) cubic yard containers (the numbers are estimates):

- Landfill estimated pulls:
 - GCI: 720
 - Pinto: 10
 - Terminal Railway: 4 (some may be in a restricted area)
- Recycling estimated pulls:
 - GCI: 240
 - Pinto: 568

Disposal at landfill: \$ _____ ANNUALLY

Disposal at recycling facility: \$ _____ ANNUALLY

Relocation cost (as needed): \$ _____ ANNUALLY

Hauling prices for thirty (30) cubic yard containers (the numbers are estimates):

- Landfill estimated pulls:
 - McDuffie: 25

Disposal at landfill: \$ _____ ANNUALLY

Relocation cost (as needed): \$ _____ ANNUALLY

Hauling cost for used pressure-treated railroad cross ties & pressure-treated wood:

Rate per haul: \$ _____

Disposal fee per ton: \$ _____

Bids will be awarded on an all or none basis unless otherwise stated. By signing this bid, I affirm services will begin on Monday, April 10, 2023 or two (2) days from receipt of written notification by the ASPA.

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 / REMINDERS FOR BIDDERS

This instruction/reminder 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 State Port Authority bid form. ***This instruction / reminder sheet is to be used as a guide ONLY.***

1. If your company is not prepared to submit a bid, so state and sign to avoid being deleted from the prospective bidder's list.
2. No allowance will be made for error, either omission or commission.
3. Unit price governs in errors relating to extension of prices.
4. Bids over \$15,000 annually must be notarized.
5. Notarization not required on "SALE" BIDS.
6. Questions must be submitted via email to Joy Lang at Joy.Lang@alportss.com by the time specified in the bid.
7. The Alabama State Port Authority reserves the right to reject any bid if deemed to be unsatisfactory to the ASPA.
8. Bid proposals must be filled out completely, including the name, address, telephone number, and signature of the responsible person. Please specify the bid title (ASPA Dunnage Service Bid) on the envelope.
9. Bids will not be accepted via FAX or EMAIL. All bids *must* be sealed and sent via mail courier or hand delivered to Alabama State Port Authority; Attn.: Joy Lang; 250 North Water Street - Suite 330, Mobile, AL 36602 any time *prior* to the time for bid opening. 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. The Alabama State Port Authority accepts no responsibility for facilitating the receipt of bids.
10. The Alabama State Port Authority reserves the right to reject all bids if deemed in the best interest of the Alabama State Port Authority.

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, 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 Alabama State Port Authority, 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 Alabama state port authority. The Contractor shall furnish to Alabama state port authority certificates of insurance, signed by the licensed agent, evidencing required coverages. Alabama state port authority 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 Alabama state port authority 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 Alabama state port authority.**

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.