



**Alabama State Port Authority**  
**Requisition and Proposal**

**Project Name** 2023 Electric Motor Service and Repair On-Call Service Contract

**Project #** TBD **Task #**

**To:** Prospective Bidders

**Date:** May 2023

Please procure the following and deliver to the address below:

<p><u>Delivery of Proposal:</u>  Alabama State Port Authority (ASPA)  Location identified below in Note #1</p>	<p><u>Delivery of Performance of Work:</u>  Alabama State Port Authority  All Facilities  Mobile, AL</p>
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<b>Description of Work</b>
<p>This Requisition solicits proposals from qualified electric motor service and repair shops as specified in the attached scope of work. All work shall be in accordance with the requirements stated herein, Scope of Work Specifications, Reference documents, Insurance Requirements and applicable State of Alabama and Federal Laws. The work required by this contract may be located at any of the ASPA facilities, including but not limited to the Main Docks facility, McDuffie Coal Terminal, Pinto facility, Terminal Railroad facilities and Middle Bay Port facility.</p> <p>It is anticipated that multiple contracts may be awarded under this solicitation. Contracts will be awarded to qualified bidders based on the lowest total bid value. Although preference will likely be given to the lowest bidder, ASPA reserves the right to issue individual work orders to the vendor exhibiting the best schedule availability and capacity to perform the specific work items required.</p> <p>Only proposals from electric motor shops with current EASA accreditation (Electrical Apparatus Service Association) and documented Underwriters Laboratories compliance will be accepted. This Service Contract will provide labor, material, tools, and equipment (all adequately insured) on an hourly basis as necessary to assist Alabama State Port Authority (ASPA) maintenance personnel with onsite service &amp; testing of electrical motors, in addition to repair of AC &amp; DC Electric Motors when authorized and at the discretion of the Authority’s management. The vendor will be responsible for providing competent, skilled personnel, supervision as necessary, and all necessary equipment to assist ASPA Maintenance Personnel in periodic electric motor onsite testing and/or installation as requested. Work outlined in this Proposal is periodic in nature and will fluctuate based on demand. Craftsman classifications required include: Shop Labor, Field/Millwright Labor, Field Supervisor, MCE Tech, Vibration Tech, and Thermography Tech.</p> <p>Only proposals from qualified electric motor service &amp; repair shops with top quality, skilled personnel, a wide variety of in-house dependable equipment in good working order, and prior acceptable work experience at Alabama State Port Authority (ASPA) facilities will be accepted and reviewed. ASPA reserves the right to waive this prior work experience requirement if, in the opinion of Management, the bidding vendor can provide proof of similar acceptable experience of equal quality, workmanship, equipment and personnel availability at a comparable work site on a demand basis. The geographic location of the shop performing repairs must be within 175 miles of ASPA facility.</p> <p><b>All bidders must provide proof of EASA accreditation, as well as a minimum of 3 references documenting prior satisfactory work in their proposal. Reference documentation shall substantiate</b></p>



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the similar nature, complexity, and equipment of prior work. The Vendor shall present a staffing and equipment chart within their bid to demonstrate that the company has adequate on-staff personnel and in-house equipment to adequately service the contract. In regard to the listed Field Supervisor, MCE or Emax Tech, Level III Vibration Tech, and Level II Thermography Tech, the vendor shall, at minimum, have at least one of each on staff with 3 years minimum experience and shall submit resumes within their bid to document said experience. The bidder shall take every opportunity within the bid to document its capability of fulfilling the contract. ASPA reserves the right to disqualify at its own discretion any bidder who fails to adequately document its ability to fulfill the contract.

Requirements for qualification include, but are not limited to, the ability to recondition and rewind electrical motors up to 700 HP utilizing in-house skilled personnel, ovens, machining equipment, VPI equipment, rewind equipment, no load and load testing equipment, and capability to perform material identification in suitable facilities. Electric motor service & repair shop must additionally be capable of providing periodic onsite electric motor testing to include mega ohm, polarization index, phase balance, induction, capacitance, surge, hi-pot, vibration, and thermography on an as requested basis.

The Alabama State Port Authority (ASPA) intends to procure one or more, but no more than three, qualified vendors to assist Alabama State Port Authority (ASPA) maintenance personnel with onsite service, testing, repair, and/or installation of electrical motors as requested. This service contract is to provide all items necessary for the selected vendor(s) to perform the work as described in the contract documents on an as-needed basis. This service contract shall be effective for one year beginning on the date of issuance of the "Notice to Proceed". Selection for this contract does not guarantee any minimum services for the selected respondent(s). The owner and vendor(s) will have the option for possible annual renewal of the contract by mutual agreement (not to exceed four (4) annual renewals). For purposes of bid evaluation only, estimated quantities are shown in the vendor's proposal. A prime factor in the analysis of the bids will be the cumulative cost for performing this scenario of work at the unit prices quoted.

Once ASPA establishes that work is needed, the vendor(s) will be contacted and will have 48 hours to pick up the motor. Vendor shall perform tear down inspection and submit report and quote for all recommended repairs within five business days. Quote must be per vendors proposal rates for all labor material. Regarding material cost, the actual cost of material must be provided along with the quote. No work shall commence until written approval is provided by ASPA. Lead time must be submitted on each repair quote. ASPA intent is that typical work hours will be during normal day light hours utilizing straight time rates. Work requiring Overtime or Double time rates is subject to ASPA approval prior to the commencement of that scope of work.

Upon completion of work, the motor shall be returned to ASPA palletized and saran wrapped. A final job report shall be submitted that includes detailed pictures of all electronic tests performed. When Vendor submits their invoice, Vendor must also include the actual invoice from all materials. Vendor to verify material charge on all invoices. No invoice shall be paid until satisfactory documentation is provided.



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If materials are purchased from an entity controlled by partial ownership of the Vendor, that must be disclosed when quoting for ASPA to independently verify cost.

All Vendors submitting bids are to review the contract requirements carefully and thoroughly 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 bidding Vendor 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. No allowance will be made for errors, either of omission or commission, on the part of the Vendor. All materials, labor, tools, and equipment necessary to perform the scope of work shall be included by the Vendor in the proposal bid items. The cost of all items ancillary to the work shall be absorbed into the bid items. No separate payment shall be made for these items.

The work performed under this contract shall not commence until the Vendor has submitted a Certificate of Insurance in an acceptable form. Certificate of Insurance shall be as per the attached requirements and countersigned by a licensed resident agent in the State of Alabama.

The Vendor shall comply with all Federal and State laws, local ordinances and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work.

The Vendor will agree to comply with the safety rules, standards and regulations of the Federal Occupational Safety and Health Administration (OSHA) applicable to each of its operations, and to those established and recommended safety standards inherent in the industry; and to comply with U.S. Coast Guard regulations applicable to waterfront facilities and the policies of the Alabama State Port Authority while occupying any property of the Alabama State Port Authority. In addition, the successful bidder(s) will be required to meet with the Port's Safety Director to familiarize itself with and conform to all Port safety requirements and procedures. The motor service & repair shop must provide information on the company's safety program including safety procedures and safety records as requested by ASPA.

The Alabama State Docks is a full time operating facility; operating 24 hours a day, 365 days a year, including nights, weekends and holidays. The successful Vendor(s) will be required to familiarize themselves with and conform to all Port safety requirements and procedures.



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

All individuals requiring access to ASPA restricted facilities, including workers, operators, supervisors, short notice callout personnel, truck drivers, etc. must have a valid Transportation Worker Identification Credential (TWIC) card, ASPA badge and an ASPA vehicle decal with no exceptions. In order to obtain an ASPA credential, applicants must undergo mandatory Security Awareness Training and provide proof to ASPA of its completion. Information regarding ASPA's access policy is provided on the ASPA website at the link below:

<https://www.alports.com/port-access/>

**IMPORTANT NOTICE TO BIDDERS REGARDING EMPLOYMENT PRACTICES:**

Effective October 1, 2011, the Beason-Hammon Alabama Taxpayer and Citizen Protection Act ("the Act") requires that any business entity contracting with or providing any grant or incentives to the state, including the Alabama State Port Authority, certify compliance with the Act. All Bidders must certify such compliance by executing the enclosed Certificate of Compliance and returning it to the Alabama State Port Authority with your bid package along with proof of the vendor's enrollment in the e-verify program. The following E-Verify website link is provided for convenience:

<https://www.e-verify.gov/>.



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<b>Vendor's Proposal</b>				
The Vendor hereby agrees to perform the specified work for the prices outlined in the following schedule. The quantities listed may be increased or decreased during project execution. In the event the quantities change, the unit price shall apply according to scope of work. All items listed shall be performed in accordance with this proposal and all referenced documents.				
Item	QTY	Description	Straight Time (ST)	Extended Price (QTY x ST Rate)
1	2400 Hours	Shop Labor	\$	\$
2	50 Hours	Field / Millwright Labor	\$	\$
3	50 Hours	Field Supervisor / MCE or Emax Tech / Level II Vibration Tech / Level II Thermography Tech	\$	\$
4	Percentage	Markup on Parts and Materials will be _____ %	%	
5	Percentage	Labor rates for all work requiring longshoremen will be increased by _____ %	%	
<b>TOTAL BID</b>				<b>\$</b>

**NOTES:**

1. Sealed bid proposals will be received via courier to the Alabama State Port Authority, 1400 Alabama State Docks Blvd, Suite 216, Administration Building, Mobile, AL 36602 by 1:30 P.M. on Thursday, June 15, 2023. Sealed bid proposals can also be hand delivered to the Killian Room starting at 15 minutes prior to the official bid opening at 2:00 PM on Thursday, June 15, 2023 at the Alabama State Port Authority in the International Trade Center building, 250 North Water Street, 1<sup>st</sup> floor—Killian Room, Mobile, AL. No bids will be accepted after 2:00 P.M. No faxed or electronic bids will be accepted. Conditional bids will not be accepted. The Alabama State Port Authority accepts no responsibility for facilitating the receipt of bids.
2. Bid proposals must be submitted in sealed envelopes with the words **“Bid Document Enclosed”** clearly marked on the outside of the envelope. Sealed bids shall have **the bidder’s name, project name, and time and date of bid opening shown on the outside of the envelope.**
3. A Bid Bond or Certified Check made payable to the Alabama State Port Authority and equal to five percent (5%) of the amount bid, not to exceed \$10,000, must accompany the Bid Proposal.
4. The Proposal, including the acknowledgement of addenda, shall be filled in ink on the form provided herein and all blank spaces in the form shall be fully filled. The signature shall be in long hand and the complete form shall be without interlineations, alteration, or erasure. Suitable attachments may be included as deemed necessary by the Vendor.
5. Authority reserves the right to refuse to issue a proposal form or a contract to a prospective bidder for any of the following reasons:
  - a) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contract in force with the Authority.
  - b) Vendor default under previous Contract with the Authority.



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- c) Proposal withdrawal or Bid Bond forfeiture on previous project with the Authority.
  - d) Unsatisfactory work on previous contract with the Authority.
  - e) Lack of competency, past experience, adequate machinery, or lack of personnel.
6. Authority may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish all such information and data for this purpose as the Authority may request. The Authority reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Authority that such bidder is properly qualified to carry out the obligations of the Contract.
  7. The Owner may terminate the contract, or any portion thereof, for just cause by written notice to the Vendor. If the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed or started. No claims for loss of anticipated profits will be considered.
  8. If the Vendor to whom this contract is awarded does not provide adequate service or workmanship, ASPA reserves the right to cancel the contract and re-bid this work excluding that Vendor from consideration.
  9. In case of error in extension of prices, the unit price will govern.
  10. All questions about the meaning or intent of the Contract Documents shall be submitted in writing to Matt Thomas, P.E., Project Manager, at [Matthew.Thomas@alports.com](mailto:Matthew.Thomas@alports.com). Replies will be issued by Addenda posted on the Alabama State Port Authority website under bid notices at the following address: <https://www.alports.com/procurement/#bids>. All addenda so issued shall become part of the Contract Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. The deadline to submit questions is 3:00pm on Thursday, June 8, 2023.
  11. The right is reserved, as the interest of the Alabama State Port Authority may require, to reject any and all bids and to waive informalities in bids received.
  12. The cost of all items ancillary to the work shall be absorbed into the cost of the bid items. No separate payment shall be made for these items.
  13. The Vendor must capture and dispose of all waste materials generated by their activities.

**SIGNATURES**

Receipt of following addendums is acknowledged:

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

**REFERENCED DOCUMENTS**

- Alabama State Port Authority – Insurance Requirements for Contract Work
- Certificate of Compliance with the Beason-Hammon Alabama Taxpayer & Citizen Protection Act



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Vendor's Signature: \_\_\_\_\_

Vendor Company: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_  
Name Title Date

Signature of Party Originating Requisition:

\_\_\_\_\_  
Matt Thomas, P.E. Date  
Project Manager



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### SCOPE OF WORK SPECIFICATIONS

#### Electrical (AC & DC):

1. Obtain critical nameplate for all motors/equipment, if available, prior to disassembly. Take good pictures of all sides, leads, j-boxes or any accessories prior to disassembly.
2. When feasible, install j-boxes on all repaired motors that are returned to the plant. These j-boxes do not need to be in "new" condition, as they are for lead protection only. If not feasible, use best practice for that motor to protect the leads from damage during shipment or storage.
3. Digital reports of all electrical testing must be kept and submitted with every motor. Testing must include mega ohm readings at the required voltage, Polarization Index (P.I.), Phase Balance, Induction, capacitance, (preferred equipment: PdMA MCE Test for off-line testing and PdMA Emax Test for on-line testing.)
4. Never perform a pre-burn on windings prior to job approval.
5. Varnish treatment for new rewinds shall include one(1) Vacuum Pressure Impregnation (VPI) and one(1) overcoat (in VPI varnish) for random and form wound stators with leads attached submerging only connection point of leads to lead insulation.
6. All leads must be a minimum of 12" in length. Do not use glass lead wire for any leads (including jumpers/leads for sync motors).
7. Do not extend leads that are shorter than 12" unless the stator is being rewound or unless the leads are damaged.
8. For rewinds, ensure that only three leads exit the motor frame if capable, except for multiple speed motors or motors with space restrictions.
9. If available, solid barrel lugs are required for all replacement lugs. Lug size #10 and up is to be crimped using an electric or pneumatic powered crimping tool set for the proper torque required for the lug size.
10. Follow Alabama State Port Authority specifications for laminated core testing. Maximum allowable coreloss is 4.0 watts/lb. Quote replacement core iron if this specification is not met. Do not roast & strip windings prior to job approval, even if the hot spots are in the slots.
11. Surge and hi-pot testing reconditioned motors is allowed at the proper test voltages.
12. DC and Synchronous motors: perform AC drop test on all DC field frame coils and record.
13. DC motors requiring a new commutator shall be replaced with a solid riser type commutator.
14. DC and Synchronous armatures/rotors must be submersed, soaked and cleaned in a tank using a desalination process with appropriate cleaning solvent safe for windings.
15. Coat all armature banding with Viton, regardless of if the banding was replaced or not.
16. DC and Synchronous motors: replace all carbon brushes in kind.
17. DC and Synchronous motors: clean, coat with clear insulator and reuse if brush boxes/holders are in acceptable condition. Only replace if they are in unacceptable condition.

#### Materials:

1. All repair parts & components furnished must be new genuine OEM parts only unless approved by ASPA.





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### **Mechanical:**

1. Obtain critical measurements for all motors/equipment, prior to disassembly.
2. When feasible, all repaired motors need to be returned with Inpro/Seal installed in both the DE and ODE. Note, this does not apply to oil-lubricated bearing motors, or DC motors with ODE tachometer interference.
3. For AC motors running on drives, install an AES bearing isolator with internal Aegis grounding ring on the DE. If recommended, the option will be quoted on separate line of the repair quote.
4. For DC motors, install an AES bearing isolator with internal Aegis grounding ring on the DE and/or install a ceramic coated bearing.
5. Foot flatness must be  $\leq 0.0150''$ .
6. Rolling element bearing journal surface finish tolerance:  $\leq 32.0 \mu\text{in}$ .
7. Sleeve bearing journal surface finish tolerance:  $\leq 16.0 \mu\text{in}$ .
8. Digital reports of all mechanical tolerances must be kept and submitted to ASPA with report.
9. The following bearing journal repairs are permitted for motors with rolling-element bearings:
  - a. NEMA frame: flame-spray metallizing or electro-plating.
  - b. Above NEMA frame: Options will be discussed at time of repair.
10. Replace all grease fittings with new fittings on all motors.

### **Final Shop Test:**

1. Any coupling hubs provided must be installed prior to testing and balanced as necessary.
2. Perform a "no load" test on AC motors. Record and document bearing temperatures, amps and vibration.
3. Perform a "no load" test on all reconditioned DC motors according to NEMA Std. MG1 (100% at base speed, one direction). Perform No load test run in both directions at both base and max speeds, even if motor has a direction arrow. All DC motor repairs are to additionally be physically "load tested".

### **Transportation & Storage:**

1. Prime and paint motor exterior using an environmentally safe and durable paint for use in an industrial and/or marine location.
2. All motor leads without j-boxes shall have their leads fully protected or put inside motor if applicable before wrapping.
3. All repaired motors need to be wrapped in plastic shrink-wrap for protection in storage.
4. All repaired motors that weigh 11,000 lbs. and less need to be placed on a 48" x 48" pallet and strapped down.
5. If the motor weighs more than 11,000 lbs. contact the plant before delivery to schedule a crane to unload the motor.
6. ASPA will furnish and operate all necessary heavy equipment, i.e. cranes, lift equipment and rigging necessary to load & unload motors at ASPA facilities.
7. Oil-lubricated bearings are to be returned to the mill with shaft blocked, oil drained, and "check oil before running" tags installed on both bearing fill ports, the leads, and all lifting eyes.



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### Onsite Service & Testing

1. Shop must provide onsite/online testing to include mega ohm readings at required voltage, Polarization Index (P.I.), Phase Balance, Induction, Capacitance, surge, and hi-pot testing. Preferred Equipment; PdMA MCE Test for off-line testing and PdMA Emax for online Testing.
2. Shop must have onsite capability to perform vibration analysis and do installation & alignment.

### Shop and Service Requirements:

1. Shop repair certifications must include: Electrical Apparatus Service Association (EASA) accreditation and Underwriter Laboratories (UL) for repairing all explosion type motors.
2. All electrical and mechanical testing equipment must be calibrated annually and identified on the equipment. If requested, an original proof of calibration document performed by the calibrating company shall be obtained.
3. Digital pictures must be captured upon receipt of motor, during the disassembly and inspection process, all anomalies and repairs performed, reassembly process of motor and final rebuild.
4. Shop performing repairs must be located within 175 miles of ASPA facility.
5. Repair estimates must be furnished to ASPA within five (5) business days of picking up the motor
6. Transportation costs for pickup/delivery of motors from/to the ASPA facility shall be included in the proposed unit prices and will not be paid separately.
7. All repair quotes will include a Cause of Failure Analysis to best knowledge.
8. Recondition, Rewind and New estimating pricing shall be determined by using the Vaughen's Guide. (A national pricing guideline)
9. Install a metal tag with the following stamped information on all repaired motors returned.
  - a. Customer's WO#/PO# (PO# preferred)
  - b. Date of repair
  - c. Repair shop's job number
  - d. Weight (lb.)
  - e. Repair Type (Recondition or Rewind)

### Invoicing:

1. All scheduled repair and service work will be invoiced at Straight Time (ST) Rate.
2. Work required to be performed under Overtime (1.5xST Rate) or Holiday (2xST Rate) is subject to prior approval from ASPA before commencing the scope of work.
  - a. Vendor must provide a list of official Holidays.
3. The proposed unit prices for all crafts shall include cost for labor, insurance, overhead, supervision, project management, transportation, maintenance, and all incidentals.

For the purposes of invoicing material used to repair, rebuild, or recommission electric motors, Vendor will invoice at cost plus markup. In addition, Vendor furnished material will be reimbursed based on actual quantities used. Backup documentation is required with all invoicing.

## **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 \$3,000,000 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 and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be 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, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

- \_\_\_\_ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.  
 \_\_\_\_ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, 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