



Alabama State Port Authority  
*Requisition and Proposal*

Project Name Warehouse Roll-Up Door Replacements – Hurricane Zeta

Project #: 10847 Task #: 01

Cost Center: 101 Item #: Varies

To: **Prospective Bidders**

Date: February 2021

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 Facilities          Various Warehouses as specified          Mobile, AL</p>
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Description of Work
<p>This Requisition solicits proposals for construction services to remove and replace damaged warehouse roll-up doors as specified in the contract documents. The warehouses are located on the Alabama State Port Authority Main Docks and Blakely Island facilities in Mobile, AL. The work performed under this service will predominantly consist of the removal of damaged roll-up doors and any temporary repairs in place, purchase and installation of new roll-up doors with all associated hardware, disposal of all removed materials associated with the work and cleanup of the sites after all work is complete. All work shall be in accordance with the requirements stated herein, Scope of Work Specifications, Equipment Specifications, Insurance Requirements and applicable State of Alabama and Federal Laws.</p> <p>The work consists principally of providing bonds, labor, materials, equipment, insurance and supervision necessary for the removal and replacement of damaged warehouse roll-up doors as specified in the contract documents. The work also includes the removal and disposal of any temporary repairs in place at the individual work sites. All materials, labor, tools, rigging and equipment necessary to perform the work shall be included by the Contractor in the proposal. It is the Contractor's responsibility to field verify all dimensions and site conditions essential for the successful completion of the work.</p> <p>All Contractors submitting bids are to carefully examine the site of the proposed work and 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 bidding Contractor 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. The Contractor shall not be entitled to any additional compensation for any work or expense resulting from the neglect of verifying all existing site conditions. All bidding Contractors must hold a current license from the State Licensing Board for General Contractors, Montgomery, AL with the classification of <b>BC or BCU4</b>.</p> <p>An <b>OPTIONAL</b> pre-bid meeting is scheduled for Thursday, March 11, 2021 at 10:00 a.m. in the International Trade Center building, 250 North Water Street, 1<sup>st</sup> floor—Killian Room, Mobile, AL. Due to ongoing concerns with COVID-19, it is requested that companies keep the number of attendees to a minimum and practice the latest Federal and State COVID- 19 guidelines including social distancing and wearing masks. Site visits will not be conducted at the pre-bid meeting to minimize group activities; however, prospective bidders may make an appointment with the project manager to visit the work sites individually. Electing to not visit the sites before bidding will not relieve the prospective bidders from the requirements of the proposed contract.</p>



Alabama State Port Authority  
*Requisition and Proposal*

Project Name Warehouse Roll-Up Door Replacements – Hurricane Zeta

Project #: 10847 Task #: 01

Cost Center: 101 Item #: Varies

2 | Page

The work performed under this contract shall not commence until the Contractor has submitted a Performance Bond, Labor & Material Bond, and Certificate of Insurance in an acceptable form. Performance Bond and Labor & Material Bonds shall be in an amount equal to 100% of the contract price; Certificate of Insurance shall be as per the attached requirements and countersigned by a licensed resident agent in the State of Alabama.

The Contractor 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 Contractor will be required to complete the work under the Contract within 120 calendar days after receipt of a "Notice to Proceed". Work will start not later than 10 calendar days after receipt of notice to proceed. The Contractor must furnish proof of purchase of materials within 10 calendar days after receipt of notice to proceed. ASPA intent is that work hours will be during normal day light hours.

ASPA cargo handling operations take priority over construction activities. The work areas are directly adjacent to active wharfs and warehouses with marine and land activity in the general vicinity, thus the Contractor must coordinate closely with ASPA Engineering and Operations personnel to schedule work activities to ensure that they do not interfere with normal operations. The Contractor shall plan work activities in such a way as to keep the maximum amount of warehouse and wharf area orderly and accessible during all phases of the project. The Contractor must provide a high visibility temporary barrier to delineate the limits of construction activities at all times. The Contractor is responsible for the disposal of all waste materials associated with the work.

The Contractor shall place a competent superintendent on the Project who shall have experience in the work being performed under the Contract. The assigned superintendent shall have the responsibility for the day-to-day operations of the work and shall remain on the Project site while the work under the Contract is being performed. It is the responsibility of the Contractor to become familiar with all conditions affecting the nature and manner of the work.

The Contractor 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.

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 Contractor will be required to familiarize itself with and conform to all Port safety requirements and procedures.

Time is an essential element in the contract. As the prosecution of the work will inconvenience the tenant and interfere with business, it is important that the work be pressed vigorously to completion.



Alabama State Port Authority  
*Requisition and Proposal*

Project Name Warehouse Roll-Up Door Replacements – Hurricane Zeta

Project #: 10847 Task #: 01

Cost Center: 101 Item #: Varies

3 | Page

Also, the cost to the Alabama State Port Authority of the administration of the contract, supervision, inspection and engineering will be increased as the time occupied in the work is lengthened. Therefore, exclusive of Sundays and national holidays, for each day that the work remains incomplete after the time specified, an amount of \$500.00 shall be paid by the contractor to the Alabama State Port Authority as liquidated damages for the loss sustained by the State because of failure of the contractor to complete the work within the specified time.

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

The Alabama State Port Authority's Access Policy is provided on the ASPA website and in the links below:

[http://www.asdd.com/portaccess\\_policy.html](http://www.asdd.com/portaccess_policy.html)

[http://www.asdd.com/portaccess\\_twicregs.html](http://www.asdd.com/portaccess_twicregs.html)

[http://www.asdd.com/portaccess\\_securitytraining.html](http://www.asdd.com/portaccess_securitytraining.html)

ALL persons working on this project are REQUIRED to have valid access credentials to include:

- 1) A TWIC Card
- 2) ASPA Badge
- 3) ASPA Vehicle Decal.

**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 contractor's enrollment in the e-verify program. The following E-Verify website link is provided for convenience:

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm).



Alabama State Port Authority  
 Requisition and Proposal

Project Name Warehouse Roll-Up Door Replacements – Hurricane Zeta

Project #: 10847 Task #: 01

Cost Center: 101 Item #: Varies

<b>Contractor's Proposal</b>				
The Contractor 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 requisition and proposal and all referenced documents.				
Description	Est Qty	UOM	Unit Price	Value
1. Project Mobilization/Demobilization	1	LS	LS	\$ _____
2. Bonds, Insurance & Port Access Credentials	1	LS	LS	\$ _____
<b><u>TOTAL BID – GENERAL ITEMS</u></b>				\$ _____
<b><i>BERTH 8 BACKHOUSE – COST CENTER: 101, ITEM#: 3020</i></b>				
3. Removal & Disposal of existing damaged warehouse roll-up door and appurtenances.	1	EA	\$ _____	\$ _____
4. Furnish & Install roll-up door at Berth 8-Door 6S with all associated hardware per the attached Scope of Work & Equipment specifications.	1	EA	\$ _____	\$ _____
5. Clean-up of work areas after project completion.	1	LS	LS	\$ _____
<b><u>TOTAL BID – BERTH 8 BACKHOUSE</u></b>				\$ _____
<b><i>PIERS 6, 7 AND 8 WAREHOUSES – COST CENTER: 101, ITEM#: 3110</i></b>				
6. Removal & Disposal of existing damaged warehouse roll-up door and appurtenances.	1	EA	\$ _____	\$ _____
7. Furnish & Install roll-up door at Pier 8-Door 26W with all associated hardware per the attached Scope of Work & Equipment specifications.	1	EA	\$ _____	\$ _____
8. Clean-up of work area after project completion.	1	LS	LS	\$ _____
<b><u>TOTAL BID – PIERS 6, 7 AND 8 WAREHOUSES</u></b>				\$ _____



Alabama State Port Authority  
 Requisition and Proposal

Project Name Warehouse Roll-Up Door Replacements – Hurricane Zeta

Project #: 10847 Task #: 01

Cost Center: 101 Item #: Varies

<b><i>BLAKELY WAREHOUSE – COST CENTER: 101, ITEM#: 3400</i></b>				
9. Removal & Disposal of existing damaged warehouse roll-up door and appurtenances.	1	EA	\$ _____	\$ _____
10. Furnish & Install roll-up door at Blakely-SW Door with all associated hardware per the attached Scope of Work & Equipment specifications.	1	EA	\$ _____	\$ _____
11. Clean-up of work area after project completion.	1	LS	LS	\$ _____
<b><u>TOTAL BID – BLAKELY WAREHOUSE</u></b>				\$ _____
<b><i>PIER E SOUTH WAREHOUSE – COST CENTER: 101, ITEM#: 3470</i></b>				
12. Removal & Disposal of existing damaged warehouse roll-up door and any temporary repairs in place.	1	EA	\$ _____	\$ _____
13. Furnish & Install roll-up door at South E-Door 2SS with all associated hardware per the attached Scope of Work & Equipment specifications.	1	EA	\$ _____	\$ _____
14. Clean-up of work areas after project completion.	1	LS	LS	\$ _____
<b><u>TOTAL BID – PIER E SOUTH WAREHOUSE</u></b>				\$ _____
<b><i>PIER B SOUTH WAREHOUSE – COST CENTER: 101, ITEM#: 4020</i></b>				
15. Removal & Disposal of existing damaged warehouse roll-up doors and any temporary repairs in place.	2	EA	\$ _____	\$ _____
16. Furnish & Install roll-up door at South B-Door 7S with all associated hardware per the attached Scope of Work & Equipment specifications.	1	EA	\$ _____	\$ _____
17. Furnish & Install roll-up door at South B-Door 11E with all associated hardware per the attached Scope of Work & Equipment specifications.	1	EA	\$ _____	\$ _____
18. Clean-up of work areas after project completion.	1	LS	LS	\$ _____
<b><u>TOTAL BID – PIER B SOUTH WAREHOUSE</u></b>				\$ _____



Alabama State Port Authority  
 Requisition and Proposal

Project Name Warehouse Roll-Up Door Replacements – Hurricane Zeta

Project #: 10847 Task #: 01

Cost Center: 101 Item #: Varies

<b>PIER B NORTH WAREHOUSE – COST CENTER: 101, ITEM#: 4030</b>				
19. Removal & Disposal of existing damaged warehouse roll-up door and appurtenances.	1	EA	\$ _____	\$ _____
20. Furnish & Install roll-up door at North B-Door 1EE with all associated hardware per the attached Scope of Work & Equipment specifications.	1	EA	\$ _____	\$ _____
21. Clean-up of work area after project completion.	1	LS	LS	\$ _____
<b><u>TOTAL BID – PIER B NORTH WAREHOUSE</u></b>				\$ _____
<b>PIER D WAREHOUSE – COST CENTER: 101, ITEM#: 4300</b>				
22. Removal & Disposal of existing damaged warehouse roll-up door and appurtenances.	1	EA	\$ _____	\$ _____
23. Furnish & Install roll-up door at Pier D-Door 3S with all associated hardware per the attached Scope of Work & Equipment specifications.	1	EA	\$ _____	\$ _____
24. Clean-up of work areas after project completion.	1	LS	LS	\$ _____
<b><u>TOTAL BID – PIER D WAREHOUSE</u></b>				\$ _____
<b><u>TOTAL BID – GRAND TOTAL ALL BIDS</u></b>				\$ _____



Alabama State Port Authority  
*Requisition and Proposal*

Project Name Warehouse Roll-Up Door Replacements – Hurricane Zeta

Project #: 10847 Task #: 01

Cost Center: 101 Item #: Varies

7 | Page

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 Tuesday, March 23, 2021. 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 Tuesday, March 23, 2021 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.
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, contractor’s license number, 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. 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) Contractor default under previous Contract with the Authority.
  - 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.
5. 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.
6. The Owner may terminate the contract, or any portion thereof, for just cause by written notice to the Contractor. 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.
7. If the Contractor 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 Contractor from consideration.
8. Any questions regarding the procurement should be directed to Marcus Coleman, P.E., Project Manager, at phone number (251) 441-7260 or email mcoleman@asdd.com.
9. 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.
10. The cost of all items ancillary to the project shall be absorbed into the cost of the bid items. No separate payment shall be made for these items.



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SIGNATURES

Receipt of following addendums is acknowledged:

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

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

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

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

REFERENCED DOCUMENTS

- Attached Scope of Work and Equipment Specifications
- Temporary Door Repair Photos
- Alabama State Port Authority – Insurance Requirements for Contract Work
- Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act

**Contractor’s Signature:**

**Contractor Company** \_\_\_\_\_

\_\_\_\_\_

Name	Title	Date
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Signature of Party Originating Requisition:

\_\_\_\_\_  
Marcus Coleman, P.E. Date  
Project Manager





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**SCOPE OF WORK SPECIFICATIONS**

Warehouse Roll-Up Door Replacements - Hurricane Zeta					
Project#: 10847, Task#: 01					
Cost Center	Item Number	Replacement Door Location	Door Size (width x height)	Opening Mechanism	Comments
101	3020	Berth 8 - Door 6S	22'w x 15'h	Manual	Backhouse; south side
101	3110	Pier 8 - Door 26W	25'w x 21'h	Electric, 208V	rail dock side
101	3400	Blakely - SW Door	21'w x 16'h	Electric, 208V	west door on south end
101	3470	South E - Door 2SS	23'w x 17'h	Electric, 480V	temp. repairs in place
101	4020	South B - Door 7S	27'w x 21'h	Electric, 230V	
101	4020	South B - Door 11E	27'w x 21'h	Electric, 230V	temp. repairs in place
101	4030	North B - Door 1EE	27'w x 21'h	Electric, 480V	
101	4300	Pier D - Door 3S	25'w x 13'h	Manual	2 <sup>nd</sup> door from west end
Door Size = approx. measured extents of the existing door.					

1. Any detail which may be incomplete or lacking in the requisition and specifications shall not constitute claim for extra compensation. Such detail shall be supplied by the Contractor and submitted to the Project Manager in advance of its requirement on the job. The true intent of the requisition and specifications is to produce a complete working door system at each location.
2. All materials used in the work, which are not described specifically, shall be of the best quality that is customary to employ in construction of the character involved. The furnished details are not necessarily complete in the description of all items entering into the work, but are intended to furnish a basis for acceptance of the more important items. All details shall be consistent with them.
3. The Contractor shall visit the sites to thoroughly familiarize self with all details of the work and working conditions, to completely survey and verify all dimensions in the field, and to advise the Project Manager of any discrepancies. The Contractor must verify all existing conditions affecting the work and is to familiarize self with the surrounding activities at each site.
4. Complete shop drawings showing exact field dimensions shall be submitted to the Project Manager before fabrication. The Contractor shall be responsible for all errors of detailing, fabrication, and for correct fitting of each door system. All fabrication is to be completed before the Contractor occupies each work site. The removal and installation of each door system shall be fully completed in one location before moving to another location.
5. All replacement doors shall be installed with new opening mechanisms. Where electric motor operators are required to be furnished as part of the door installation, the motor horsepower requirements shall be in accordance with the door manufacturer's recommendations considering the size of the door. The Contractor may elect to salvage and reuse existing peripheral components that are compatible with the new components.



Alabama State Port Authority  
*Requisition and Proposal*

Project Name Warehouse Roll-Up Door Replacements – Hurricane Zeta

Project #: 10847 Task #: 01

Cost Center: 101 Item #: Varies

10 | Page

6. Insofar as practical, the order of work will be as scheduled by the Contractor and approved by the Project Manager. The Contractor is required to submit a tentative schedule detailing the sequence of events and time frame for Contractor's activities. Contractor's attention is directed to the fact that the facility's cargo handling operation is a priority item, therefore, close coordination with ASPA Operations and the Project Manager is required.
7. The Contractor shall submit a fire protection plan to ASPA for review before commencing work, as many of the work areas are directly adjacent to paper products, which are highly flammable. ASPA will make every effort to have these products relocated away from the direct work areas per the Contractor's advanced request. ASPA police dispatch must be contacted on a daily basis before hot work is to commence.
8. It is essential that ASPA utilize its pier and warehouse space in the most efficient manner practical. Therefore, the work must be completed within the time allotment given. The Contractor shall so schedule his operations to complete the work accordingly.
9. The removal and disposal work required under this Contract shall be performed in such a manner so as not to damage any existing structures and any damage thereto by the Contractor's operation shall be repaired by the Contractor at no cost to ASPA.
10. The Contractor may elect to furnish dumpsters onsite and is responsible to dispose of all waste material off of ASPA property.
11. It is the intent to follow the Requisition and Specifications closely in all details, dimensions, etc., but it is understood that alterations may be required to conform to local conditions and that such alterations must be of the same character of construction as that specified. Workmanship shall be of the best quality in each class of work.
12. Upon contract award to the successful bidder, ASPA will identify sequence of work priorities for door ordering and installation in the most critical locations.
13. The attached reference photos reflect all known temporary repair measures.
14. Contractor shall furnish all warranty documentation to ASPA upon project completion.
15. All invoicing shall be submitted by cost center and item number. The costs for general items will be shared proportionally across all item numbers according to the schedule of prices.



Alabama State Port Authority  
*Requisition and Proposal*

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Project #: 10847 Task #: 01

Cost Center: 101 Item #: Varies

11 | Page

### **EQUIPMENT SPECIFICATIONS**

#### Roll-Up Steel Door

Model 610 or Approved Equal

C-275 curved 18 ga. galvanized steel Curtain, Color Gray

Wind Load: 50/50 PSF

Mounting: As Required

Spring Cycle: 20,000

Weatherseal: Bottom Bar Astragal

Guides: Three structural steel angles PowderGuard weathered finish with black powder coat

Bottom Bar: Double steel angle

Warranty: 24-month limited, 3years/20,000 cycles limited on Overhead Door

#### Electric Operator

Lift-Master Gear Head or Approved Equal

Voltage as indicated/3-Phase

Push button operated control stations with open, close and stop buttons

Controls for interior locations

#### Manual Operator

Chain Hoist



Temporary Door Repairs @ South B-Door 11E



Temporary Door Repairs @ South E-Door 2SS

**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) (Required for this project)**

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, including a waiver of all rights of subrogation.*

**General Liability (Required for this project)**

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.

**Automobile Liability (Required for this project)**

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 (Required for this project)**

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