



Alabama State Port Authority
Requisition and Proposal

Project Name Warehouse Roll-Up Door Replacements – Hurricane Sally

Project #: 10842 Task #: 01

Cost Center: 101 Item #: Varies

To: **Prospective Bidders**

Date: October 2020

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 BC or BCU4.</p> <p>A pre-bid meeting will not be held; however, prospective bidders may make an appointment with the project manager to visit the sites of the work individually. All visitors that do not have a current ASPA badge and TWIC must contact the Project Manager at least 24 hours in advance so that an escort can be provided. All bidders are encouraged to carefully examine the site of the proposed work and to thoroughly review the contract requirements prior to the submission of a bid proposal. Electing to not visit the site before bidding will not relieve the prospective bidders from the previously stated requirements to "satisfy oneself as to the character, quality, and quantities of work to be performed, and as to the requirements of the proposed contract".</p>



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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 90 calendar days after receipt of a "Notice to Proceed". Work will start not later than 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. Also, the cost to the Alabama State Port Authority of the administration of the contract, supervision,



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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_twicregs.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.



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Contractor's Proposal				
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	\$ _____
<u>TOTAL BID – GENERAL ITEMS</u>				\$ _____
<i>PIERS 6, 7 AND 8 WAREHOUSES – COST CENTER: 101, ITEM#: 3110</i>				
3. Removal & Disposal of existing damaged warehouse roll-up doors and any temporary repairs in place.	9	EA	\$ _____	\$ _____
4. Furnish & Install roll-up door at Pier 6-Door 9E with all associated hardware per the attached Scope of Work & Equipment specifications.	1	EA	\$ _____	\$ _____
5. Furnish & Install roll-up door at Pier 6-Door 10E with all associated hardware per the attached Scope of Work & Equipment specifications.	1	EA	\$ _____	\$ _____
6. Furnish & Install roll-up door at Pier 7-Door 15E with all associated hardware per the attached Scope of Work & Equipment specifications.	1	EA	\$ _____	\$ _____
7. Furnish & Install roll-up doors at Pier 7-Door 19W, Pier 7-Door 20E, Pier 8-Door 24E, Pier 8-Door 29E and Pier 8-Door 30E with all associated hardware per the attached Scope of Work & Equipment specifications.	5	EA	\$ _____	\$ _____
8. Furnish & Install roll-up door at Pier 8-Door 25E with all associated hardware per the attached Scope of Work & Equipment specifications.	1	EA	\$ _____	\$ _____
9. Clean-up of work areas after project completion.	1	LS	LS	\$ _____
<u>TOTAL BID – PIERS 6, 7 AND 8 WAREHOUSES</u>				\$ _____



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A18 WAREHOUSE – COST CENTER: 101, ITEM#: 3090				
10. Removal & Disposal of existing damaged warehouse roll-up door and any temporary repairs in place.	1	EA	\$ _____	\$ _____
11. Furnish & Install roll-up door at A18-Door 10 with all associated hardware per the attached Scope of Work & Equipment specifications.	1	EA	\$ _____	\$ _____
12. Clean-up of work area after project completion.	1	LS	LS	\$ _____
<u>TOTAL BID – A18 WAREHOUSE</u>				\$ _____
CENTER A WAREHOUSE – COST CENTER: 101, ITEM#: 3080				
13. Removal & Disposal of existing damaged warehouse roll-up doors and any temporary repairs in place.	3	EA	\$ _____	\$ _____
14. Furnish & Install roll-up doors at Center A-Door 1 and Center A-Door 3 with all associated hardware per the attached Scope of Work & Equipment specifications.	2	EA	\$ _____	\$ _____
15. Furnish & Install roll-up door at Center A-Door 2 with all associated hardware per the attached Scope of Work & Equipment specifications.	1	EA	\$ _____	\$ _____
16. Clean-up of work areas after project completion.	1	LS	LS	\$ _____
<u>TOTAL BID – CENTER A WAREHOUSE</u>				\$ _____
PIER B SOUTH WAREHOUSE – COST CENTER: 101, ITEM#: 4020				
17. Removal & Disposal of existing damaged warehouse roll-up door and any temporary repairs in place.	1	EA	\$ _____	\$ _____
18. Furnish & Install roll-up door at South B-Door 2N with all associated hardware per the attached Scope of Work & Equipment specifications.	1	EA	\$ _____	\$ _____
19. Clean-up of work area after project completion.	1	LS	LS	\$ _____
<u>TOTAL BID – PIER B SOUTH WAREHOUSE</u>				\$ _____



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PIER B NORTH WAREHOUSE – COST CENTER: 101, ITEM#: 4030				
20. Removal & Disposal of existing damaged warehouse roll-up doors and any temporary repairs in place.	6	EA	\$ _____	\$ _____
21. Furnish & Install roll-up doors at North B-Door 1N, North B-Door 2N, North B-Door 3N, North B-Door 4N, North B-Door 5N and North B-Door 7N with all associated hardware per the attached Scope of Work & Equipment specifications.	6	EA	\$ _____	\$ _____
22. Clean-up of work areas after project completion.	1	LS	LS	\$ _____
<u>TOTAL BID – PIER B NORTH WAREHOUSE</u>				\$ _____
PIER C SOUTH WAREHOUSE – COST CENTER: 101, ITEM#: 4040				
23. Removal & Disposal of existing damaged warehouse roll-up doors and any temporary repairs in place.	3	EA	\$ _____	\$ _____
24. Furnish & Install roll-up door at South C-Door 1E with all associated hardware per the attached Scope of Work & Equipment specifications.	1	EA	\$ _____	\$ _____
25. Furnish & Install roll-up doors at South C-Door 2N and South C-Door 4N with all associated hardware per the attached Scope of Work & Equipment specifications.	2	EA	\$ _____	\$ _____
26. Clean-up of work areas after project completion.	1	LS	LS	\$ _____
<u>TOTAL BID – PIER C SOUTH WAREHOUSE</u>				\$ _____



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PIER D WAREHOUSE – COST CENTER: 101, ITEM#: 4300				
27. Removal & Disposal of existing damaged warehouse roll-up doors and any temporary repairs in place.	2	EA	\$ _____	\$ _____
28. Furnish & Install roll-up doors at Pier D-West Door and Pier D-East Door with all associated hardware per the attached Scope of Work & Equipment specifications.	2	EA	\$ _____	\$ _____
29. Clean-up of work areas after project completion.	1	LS	LS	\$ _____
<u>TOTAL BID – PIER D WAREHOUSE</u>				\$ _____
PIER E SOUTH WAREHOUSE – COST CENTER: 101, ITEM#: 3470				
30. Removal & Disposal of existing damaged warehouse roll-up door and any temporary repairs in place.	1	EA	\$ _____	\$ _____
31. Furnish & Install roll-up door at South E-Door 2E with all associated hardware per the attached Scope of Work & Equipment specifications.	1	EA	\$ _____	\$ _____
32. Clean-up of work area after project completion.	1	LS	LS	\$ _____
<u>TOTAL BID – PIER E SOUTH WAREHOUSE</u>				\$ _____
BLAKELY WAREHOUSE – COST CENTER: 101, ITEM#: 3400				
33. Removal & Disposal of existing damaged warehouse roll-up door and any temporary repairs in place.	1	EA	\$ _____	\$ _____
34. Furnish & Install roll-up door at Blakely-NW Door with all associated hardware per the attached Scope of Work & Equipment specifications.	1	EA	\$ _____	\$ _____
35. Clean-up of work areas after project completion.	1	LS	LS	\$ _____
<u>TOTAL BID – BLAKELY WAREHOUSE</u>				\$ _____
<u>TOTAL BID – GRAND TOTAL ALL BIDS</u>				\$ _____



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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, October 27, 2020. 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, October 27, 2020 at the Alabama State Port Authority in the International Trade Center building, 250 North Water Street, 1st 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
- Typical Temporary 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 Sally				
Project#: 10842, Task#: 01				
Cost Center	Item Number	Replacement Door Location	Door Size (width x height)	Opening Mechanism
101	3110	Pier 6 - Door 9E	24'w x 18'h	Electric
101	3110	Pier 6 - Door 10E	31'w x 15'h	Electric
101	3110	Pier 7 - Door 15E	25'w x 18'h	Manual
101	3110	Pier 7 - Door 19W	25'w x 15'h	Manual
101	3110	Pier 7 - Door 20E	25'w x 15'h	Manual
101	3110	Pier 8 - Door 24E	25'w x 15'h	Manual
101	3110	Pier 8 - Door 25E	27'w x 16'h	Electric
101	3110	Pier 8 - Door 29E	25'w x 15'h	Manual
101	3110	Pier 8 - Door 30E	25'w x 15'h	Manual
101	3090	A18 - Door 10	21'w x 13'h	Electric
101	3080	Center A - Door 1	20'w x 13'h	Manual
101	3080	Center A - Door 2	20'w x 13'h	Electric
101	3080	Center A - Door 3	20'w x 13'h	Manual
101	4020	South B - Door 2N	19'w x 15'h	Electric
101	4030	North B - Door 1N	27'w x 21'h	Electric
101	4030	North B - Door 2N	27'w x 21'h	Electric
101	4030	North B - Door 3N	27'w x 21'h	Electric
101	4030	North B - Door 4N	27'w x 21'h	Electric
101	4030	North B - Door 5N	27'w x 21'h	Electric
101	4030	North B - Door 7N	27'w x 21'h	Electric
101	4040	South C - Door 1E	27'w x 21'h	Electric
101	4040	South C - Door 2N	23'w x 15'h	Electric
101	4040	South C - Door 4N	23'w x 15'h	Electric
101	4300	Pier D - West Door	26'w x 18'h	Electric
101	4300	Pier D - East Door	26'w x 18'h	Electric
101	3470	South E - Door 2E	27'w x 21'h	Electric
101	3400	Blakely - NW Door	21'w x 17'h	Electric
NOTE: Door Size indicated is the approx. measured extents of the existing door.				



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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.
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.
5. All replacement doors shall be installed with new opening mechanisms. The Contractor may elect to salvage and reuse existing peripheral components that are compatible with the new components.
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. 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.
7. The Contractor must verify all existing conditions affecting the work and is to familiarize self with all aspects of the project, particularly existing conditions and surrounding activities.
8. It is essential that ASPA utilize its pier and warehouse space in the most efficient manner practical. Therefore, the Contractor work described within these Specifications 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. 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.
11. The attached reference photos of the typical temporary repairs are not all encompassing and do not reflect all temporary repair measures, however they do represent those that will likely require the greatest effort to remove and dispose.
12. Contractor shall furnish all warranty documentation to ASPA upon project completion.
13. 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.



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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

Model GH203L5, 2 HP, 230/460 Volt/3-Phase

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

Controls for interior locations

Manual Operator

Chain Hoist



Typical Temporary Repairs
North B-Door 2N, North B-Door 4N, North B-Door 7N and South B-Door 2N



Typical Temporary Repairs
North C-Door 2N and North C-Door 4N

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 (Alabama workers compensation Required for 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