

Date: 09/03/2026 – AMENDMENT #1



ALABAMA PORT AUTHORITY

PROFESSIONAL SERVICES CONTRACT

RFP#: APA-2026-LOBBY-001

FEDERAL GOVERNMENT RELATIONS AND LOBBYING SERVICES

9/3/2026

Issued By

PROCUREMENT DEPARTMENT

ALABAMA PORT AUTHORITY

Douglas C. Otto, Jr., P.E., Director & CEO

Kay Ivey, Governor of Alabama

**Professional Services Contract
Request for Qualifications and Proposals**

Alabama Port Authority

RFP#: APA-2026-LOBBY-001

FEDERAL GOVERNMENT RELATIONS AND LOBBYING SERVICES

1.0 INTRODUCTION

The Procurement Department of the Alabama Port Authority (APA) is hereby requesting proposals from qualified federal government relations and lobbying firms to provide Federal Government Relations and Lobbying Services on a competitive basis. The selected firm will serve as an extension of the APA's governmental affairs team and provide strategic advice, advocacy, relationship development, and ongoing representation before the United States Congress, federal agencies, and the Executive Branch.

All services are to be performed in accordance with applicable federal, state, and local laws and regulations governing lobbying and government relations activities, including the federal Lobbying Disclosure Act of 1995, as amended, and all applicable registration, disclosure, reporting, ethics, gift, and conflict-of-interest requirements.

Proposals are being requested and this document constitutes the only solicitation. This solicitation document and its legal terms, conditions, provisions, and clauses constitute the basis for the resultant contract, which shall serve as the governing and controlling document.

The purpose of this solicitation is to obtain professional federal government relations and lobbying services, beginning on the contract award signature date for a twelve (12) month Base Contract Period, with the option to extend the contract term for four (4) additional twelve (12)-month periods, at the sole discretion of the APA, all subject to the approval of the Board of Directors of the APA. The successful awardee will be notified in writing, not less than 60 calendar days prior to the end date of an expiring contract period (base or option), of the APA's notice of intent to exercise the next option period.

There is no expressed or implied obligation for the APA to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Additionally, all travel-related expenses, including airfare, lodging, and any other incidental costs incurred in connection with the performance of this engagement, must be incorporated into the total overall cost of Offeror's initial price proposal and will not be reimbursed separately.

Interested, qualified competing firms (hereinafter referred to as the "Offeror") shall submit a proposal demonstrating the Offeror's ability to perform the work described herein. By submission of a proposal, the Offeror agrees to all terms of this RFP.

It is the intent of the APA to award a single Firm Fixed-Price contract to the most qualified and responsible Offeror. The APA reserves the right to reject any and all offers received in response to this solicitation, in whole or in part, at its sole discretion, without penalty or obligation.

All times noted within this document are local times.

2.0 STATEMENT OF NEEDS

The APA is responsible for operating and developing Alabama's public port facilities and advancing projects that support Alabama's economy, transportation infrastructure, national security, international trade, and supply chain resilience. The APA seeks to obtain professional federal government relations and lobbying services to develop and implement a proactive federal strategy

that advances the APA's legislative, policy, funding, regulatory, and project-specific priorities before the United States Congress, federal agencies, and the Executive Branch.

The APA anticipates that the selected firm will work closely with APA leadership, the Board of Directors, and the APA's state and federal affairs staff.

3.0 GENERAL INFORMATION

The APA intends to procure a qualified federal government relations and lobbying firm to represent the APA's interests before the federal government. This RFP and the resultant contract do not preclude APA from procuring similar services by other means, nor does it guarantee the selected Offeror any minimum amount of work beyond the base contract period.

3.1 Scope of Services

The full scope of services to be performed under this contract is detailed in Exhibit A - Statement of Work. A summary of the principal services required is provided below.

Specific areas of work include, but are not limited to:

- **Federal Legislative Advocacy:** develop and implement a comprehensive federal legislative strategy; monitor and advocate on appropriations, transportation, maritime, infrastructure, and environmental legislation; and provide strategic advocacy regarding the Water Resources Development Act (WRDA) and other authorizing legislation affecting the Port of Mobile and Mobile Harbor.
- **Federal Appropriations and Funding Advocacy:** develop and execute an annual federal appropriations strategy in coordination with APA staff and the Alabama Congressional delegation, including Congressionally Directed Spending and other congressional funding mechanisms.
- **Federal Agency Relations:** develop and maintain relationships with senior officials at federal agencies whose programs, policies, funding, or regulatory actions affect the APA, including the U.S. Army Corps of Engineers, U.S. Department of Transportation, Maritime Administration, and U.S. Coast Guard.
- **Congressional Relations and Delegation Coordination:** maintain regular and effective working relationships with Alabama's Congressional delegation and appropriate Congressional committees and staff.
- **Strategic Policy and Legislative Counsel:** provide strategic advice regarding emerging federal policies and legislative proposals affecting ports, maritime transportation, freight mobility, rail, navigation, dredging, and infrastructure.
- **Coalition and Stakeholder Engagement, Federal Grants and Funding Intelligence, and Meetings, Visits, and Advocacy Support,** as detailed in Exhibit A.
- **Deliverables and Reporting:** monthly activity reports, legislative and policy updates, appropriations and funding updates, priority tracking, strategic recommendations, meeting preparation materials, and an annual federal advocacy strategy.

3.2 Procurement

The APA will use a competitive Request for Proposals (RFP) Source Selection process for this Professional Services Contract requirement. All responsible sources may submit a proposal, which shall be considered by the APA. Annual option period renewals will be contingent upon satisfactory performance and stability of pricing.

3.3 Federal and State of Alabama Requirements

- Lobbying Disclosure Act: The Offeror must be registered, or must register promptly upon award, under the federal Lobbying Disclosure Act of 1995, as amended (2 U.S.C. § 1601 et seq.), and shall maintain all registrations and disclosures required under federal law throughout the term of the contract. The Offeror shall provide the APA with copies of applicable reports or filings upon request.
- Byrd Amendment: The Offeror shall comply with the limitations on the use of appropriated federal funds for lobbying set forth in 31 U.S.C. § 1352 and its implementing regulations. No federal appropriated funds shall be used for lobbying activities under this contract, and the Offeror shall complete disclosure certifications as required.
- Beason-Hammon Alabama Taxpayer & Citizen Protection Act is applicable to any business entity contracting with the APA. The Offeror must submit a completed Certificate of Compliance with the Beason-Hammon Act as part of its proposal. The E-Verify website is available at: <http://www.dhs.gov/files/programs/gc1185221678150.shtm>.
- Alabama Ethics Law: The Offeror shall comply with all applicable provisions of the Alabama Ethics Law, Ala. Code § 36-25-1 et seq., including any applicable registration and disclosure requirements administered by the Alabama Ethics Commission.
- State of Alabama restrictions upon former employees soliciting, performing work, and/or contracting projects with the State and APA apply to all respondents.
- The Offeror shall promptly disclose any actual or potential conflict of interest that could affect its representation of the APA, including representation of other clients whose interests may be adverse to the APA's federal priorities.

3.4 Schedule

APA currently anticipates conducting this procurement in accordance with the following milestones. This schedule is subject to revision and APA reserves the right to modify it at its sole discretion.

- Advertise RFP: [DATE]
- Deadline to submit questions: C.O.B. [DATE]
- APA Response to questions: [DATE]
- RFP Submission: [DATE], at 10:00 AM Central Time
- Notification of Intent to Award Date: [DATE]

Proposals shall be submitted electronically only. Hard copies will not be accepted or evaluated. E-mail proposals to: ProcurementandContracting@alports.com. Please indicate "Federal Lobbying Services" in the subject line.

Note: The contract must be executed within 10 days of the issuance of the Notice of Intent to Award.

3.5 APA's Point of Contact

APA's sole point of contact (POC) for matters related to this RFP shall be Terell Taylor, Contracting Officer. APA's POC is the only individual authorized to discuss the RFP with any interested parties, including Respondents. All communications regarding this RFP shall be in writing addressed as follows:

Alabama Port Authority

Attn: Terell Taylor, Contracting Officer

250 N Water Street

Mobile, AL 36602

Email: ProcurementandContracting@alports.com

APA disclaims the accuracy of information derived from any source other than the POC, and the use of any such information is at the sole risk of the Offeror.

3.6 Acknowledgement of Receipt of RFP Revisions and/or Amendments

Offeror shall provide to APA the Acknowledgement of Revisions and/or Amendments set forth as Attachment 1, signed by the Respondent's Principal Officer, with the submission of the proposal package. All amendments shall be acknowledged via signature on each numbered amendment form.

4.0 CONTENTS OF RFP SUBMISSION PACKAGE

4.1 General

Responses to this RFP will be used to select a qualified firm to provide Federal Government Relations and Lobbying Services as described herein. The Proposal shall consist of two (2) separate volumes: Volume I - Administrative Requirements (Including Price) and Volume II - Technical Proposal.

To evaluate proposals effectively and equitably, the Source Selection Evaluation Board (SSEB) must receive information, in the order described below, that clearly describes an Offeror's capabilities to successfully execute the APA's federal government relations requirements. Offerors are responsible for organizing material sequentially by factor to facilitate evaluation. Proposals failing to provide all required administrative and submission criteria may be deemed noncompliant and excluded from further evaluation.

4.2 Contents of Proposal

Volume I - Administrative Requirements (Including Price)

Prior to making an award, the Contracting Officer must determine that the Offeror is responsible both financially and technically and has the capability to professionally manage the contract and complete the work on time. Volume I shall include, but is not limited to:

- Completed and signed Proposal Data Sheet (Attachment 3).
- Acknowledgement of all RFP amendments (Attachment 1).
- Completed Fee/Pricing Schedule, including: Total All-Inclusive Maximum Price for each contract period; monthly retainer amount; rates for Additional Professional Services outside the base scope; out-of-pocket expenses included in the Total All-Inclusive Maximum Price; and billing and payment method.
- List of current and former references, including governmental or port authority clients. Please include POC names and email addresses.
- Representations and Certifications as required.
- Completed State of Alabama Disclosure Statement.
- Completed Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act.
- Evidence of current registration under the federal Lobbying Disclosure Act, or a statement of intent and eligibility to register promptly upon award.
- Disclosure of any actual or potential conflicts of interest, including current clients with interests that may be adverse to the APA's federal priorities.
- Financial Statement - most recent Balance Sheet and Income Statement. If more than sixty (60) days old, attach a certification of current financial status.

Volume II - Technical Proposal

This volume shall contain the Offeror's technical response addressing the three (3) rated evaluation factors described in Section 4.4. Volume II shall be submitted as a separate electronic PDF.

4.3 Submission Format

- One (1) electronic PDF of Volume I only. Label file: "APA-LOBBY-[Offeror-Name]-Vol-I.pdf"

- One (1) separate electronic PDF of Volume II only. Label file: “APA-LOBBY-[Offeror-Name]-Vol-II.pdf”
- Hard copies will not be accepted or evaluated.
- All pages shall be 8½” × 11”. Organizational charts or schedules may use 11” × 17” (counts as one sheet toward page limits).
- Proposals must be received by the APA no later than the date and time specified in Section 3.4.

4.4 Selection Criteria

The APA Evaluation Committee (Source Selection Evaluation Board - SSEB) will evaluate proposals using the following criteria. Volume I contains administrative requirements that are not rated but are evaluated for compliance, qualitative and quantitative merits, and fairness and reasonableness of price. Volume II contains three (3) rated, non-price evaluation factors. The non-price factors, when combined, are significantly more important than price.

Volume	Factor	Relative Importance
Vol. I	Administrative Requirements	Not Rated
Vol. II	Factor 1 - Qualifications & Relevant Experience	Most important
Vol. II	Factor 2 - Federal Advocacy Approach & Strategy	More important than Factor 3
Vol. II	Factor 3 - Management Approach & Key Personnel	Least important non-price factor

Factor 1 - Qualifications & Relevant Experience (maximum 10 pages):

- Submit no more than five (5) recent, relevant engagements using Attachment 2 - Relevant Experience Form. A relevant engagement is one performed for a port authority, transportation agency, public authority, or comparable governmental entity within the past five (5) years, involving federal government relations and lobbying services comparable in scope to the APA’s requirements.
- Demonstrated success securing federal funding or advancing federal legislative priorities for clients, including specific outcomes achieved.
- Established relationships with Congressional offices, committees, and federal agencies relevant to the APA’s priorities, including the U.S. Army Corps of Engineers and federal navigation and dredging programs.
- Direct, demonstrated experience of the proposed engagement team working with Alabama’s Congressional delegation, including the specific Members, committees, and staff engaged.
- Demonstrated knowledge of federal transportation, maritime, port, infrastructure, appropriations, and authorization processes.

Factor 2 - Federal Advocacy Approach & Strategy (maximum 10 pages):

- Proposed approach to developing and implementing a proactive federal government relations strategy for the APA, including legislative, appropriations, agency, and coalition components.
- Understanding of the federal issues and funding programs most relevant to the APA and the Port of Mobile, including WRDA, Corps of Engineers funding, PIDP, CRISI, and related programs.
- Proposed approach to identifying federal funding opportunities and positioning APA projects for competitive federal support.

- Approach to reporting, priority tracking, and communication with the APA, including the deliverables described in Exhibit A.

Factor 3 - Management Approach & Key Personnel (maximum 5 pages):

- Engagement team structure, including the designated primary point of contact and roles of all team members.
- Key personnel credentials, registrations, and relevant government or Congressional experience, including direct experience with Alabama's Congressional delegation.
- Level of senior representation to be provided, including for meetings involving APA leadership and Board members.
- Firm's capability to provide in-person representation in both the State of Alabama and Washington, D.C. Preference will be given to firms able to demonstrate this capability.
- Coordination approach with APA staff, leadership, and the APA's other governmental affairs consultants and contractors.

5.0 RFP SUBMISSION PACKAGE SUBMITTAL REQUIREMENTS

5.1 Due Date, Time, and Submission Method

All proposals must be received electronically by the APA by the deadline set forth in Section 3.4 Schedule. Hard copies will not be accepted or evaluated. Submit proposals via email to: ProcurementandContracting@alports.com. Please indicate "Federal Lobbying Services" in the email subject line.

Offerors are responsible for ensuring timely receipt by the APA. Late submissions will not be considered. APA accepts no responsibility for misdirected or lost proposals.

5.2 Format

Proposals shall be submitted as two (2) separate electronic PDF files, labeled as specified in Section 4.3. All pages shall be 8½" × 11". Organizational charts or schedules may use 11" × 17" pages, which count as one sheet toward any applicable page limits. Proposals should be concise, addressing only the information outlined in Section 4.0.

6.0 QUESTIONS AND CLARIFICATIONS

Respondents are encouraged to submit questions to gather sufficient information on which to base an informed proposal. Answers to any such questions will be shared with all entities that have notified the APA of their intention to submit a response.

All questions and requests for clarification regarding this RFP shall be submitted to APA's POC in writing via email to ProcurementandContracting@alports.com only, by the deadline set forth in Section 3.4. No requests for additional information or clarification should be directed to any other individual. No oral requests for information will be accepted.

APA's responses to questions for clarification shall be in writing and may be issued as an Amendment to this RFP. APA will not be bound by any oral communications or written interpretations that are not issued in writing or set forth in an Amendment. Answers to any questions submitted will be shared with all entities that have notified the APA of their intention to submit a response to this RFP.

7.0 EVALUATION OF THE RFP SUBMISSION PACKAGE

A Source Selection Evaluation Board (SSEB) will evaluate proposals using a four-part process: Proposal Compliance Review, Non-Price Factor Evaluation, Price Evaluation, and Non-Price/Price Trade-Off Analysis. The identities of Offerors will not be disclosed outside the members of the SSEB throughout the evaluation process.

The APA Director, exercising prudent business judgment with SSEB consensus, will make the Source Selection Contract Award Decision and intends to award a Firm Fixed-Price contract to the responsible Offeror whose proposal is fair, reasonable, and determined to be most advantageous to the APA, offering the best value overall. This may result in an award to a higher-rated, higher-priced Offeror where the APA Director reasonably determines that technical superiority, overall business approach, and/or superior past performance outweigh the price differences.

The APA may, at its discretion, request an oral presentation by any respondent during the evaluation and selection process. A Selection Committee will formulate a recommendation to the Board of Directors.

The APA reserves the right to reject all offers, cancel this solicitation, or reissue and conduct a reevaluation of solicitation requirements at any time.

8.0 RIGHTS AND OBLIGATIONS OF APA

In connection with this procurement, APA reserves to itself all rights available to it under applicable law, exercisable in its sole discretion, including without limitation:

- The right to cancel, withdraw, postpone, or extend this RFP without incurring any obligations or liabilities.
- The right to modify all dates set or projected in this RFP.
- The right to suspend and terminate the procurement process for this RFP at any time.
- The right to issue Amendments, supplements, and modifications to this RFP.
- The right to respond to all, some, or none of the inquiries, questions, and/or requests for clarification received relative to this RFP.
- The right to reject any or all proposals if such action is in the public interest; to accept other than the lowest-priced proposal; and to waive informalities and minor irregularities in proposals received.

APA assumes no obligations, responsibilities, or liabilities to reimburse all or part of the costs incurred by parties considering a response to and/or responding to this RFP. All costs shall be borne solely by each Respondent.

9.0 ADMINISTRATIVE REQUIREMENTS

All Offerors shall comply with the following minimum requirements:

- The Offeror shall be a federal government relations and lobbying firm registered, or eligible and committed to register promptly upon award, under the federal Lobbying Disclosure Act of 1995, as amended, and duly authorized to do business in the State of Alabama.
- The Offeror shall maintain a full-service office in Washington, D.C., or the immediate Washington, D.C. metropolitan area, sufficient to provide regular in-person representation before Congress and federal agencies. Preference will be given to Offerors that can also provide in-person representation within the State of Alabama.
- The proposed lobbying team assigned to this engagement shall have direct, demonstrated experience working with Alabama's Congressional delegation, including its Senators, Members of Congress, and relevant committee and personal-office staff.
- The Offeror shall be qualified to represent governmental entities before the federal government and shall possess significant experience representing ports, transportation agencies, public authorities, or comparable governmental entities.
- The Offeror shall submit a client reference list of engagements recently undertaken for other governmental entities, preferably port authorities or transportation-related public entities.
- The Offeror shall submit information relative to the qualifications and experience of all personnel who will be involved in this engagement, including each individual's direct experience with Alabama's Congressional delegation. The APA expects that participants assigned to the engagement team will not change significantly from year to year.
- The Offeror shall submit information relating to any special resources of the firm specific to the port and maritime industry, federal navigation and dredging programs, or governmental enterprise entities.
- The Offeror shall not, during the term of the contract, represent any client in a matter directly adverse to the APA without full written disclosure to, and written consent from, the APA.

- State of Alabama restrictions upon former employees soliciting, performing work, and/or contracting projects with the State and APA apply.
- Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act is required.

APA does not discriminate against Respondent(s) because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

10.0 ATTACHMENTS

The following attachments are specifically made a part of, and incorporated by reference into, this RFP:

- ATTACHMENT 1 – ACKNOWLEDGEMENT OF REVISIONS AND/OR AMENDMENT
- ATTACHMENT 2 – RELEVANT EXPERIENCE FORM
- ATTACHMENT 3 – PROPOSAL DATA SHEET
- ATTACHMENT 4 – EXHIBIT A - STATEMENT OF WORK / PRICING SCHEDULE
- ATTACHMENT 5 – GENERAL CONTRACT TERMS AND CONDITIONS

ATTACHMENT 1
ALABAMA PORT AUTHORITY
RFP: APA-2026-LOBBY-001
FEDERAL GOVERNMENT RELATIONS AND LOBBYING SERVICES
ACKNOWLEDGEMENT OF REVISION AND/OR AMENDMENT

By signing this Attachment 1, the Offeror acknowledges receipt of the following revisions and/or amendments to the RFP for the above designated project, which were issued under cover letter(s) of the date(s) shown hereon:

Amendment Number _____ Dated: _____

Amendment Number _____ Dated: _____

Amendment Number _____ Dated: _____

Amendment Number _____ Dated: _____

Signature

Date

ATTACHMENT 2

RELEVANT EXPERIENCE FORM

Brief resume for personnel available for this project
a. Name & Title:
b. Task Assignment:
c. Name of Firm with which you are now associated:
d. Years experience: With this firm _____ Years With Other Firms _____ Years. Please list chronologically (most recent experience first) your employment history, position, and general experience or fields of practice for the last ten (10) years. Attach additional pages as needed.
e. Education: Name & Location of Institution(s)/Degree(s)/Year/Specialization:
f. Active Registrations: Federal Lobbying Disclosure Act Registration / Other Registration #:
g. Direct experience with Alabama's Congressional delegation (Members, committees, and staff engaged):

h. Document the extent and depth of your relevant experience and qualifications. List at least three (3), but no more than five (5) engagements with relevance to the services offered by submitter. For each engagement:

- Note your specific responsibilities and authorities, not those of the firm.
- Note whether experience is with current firm or with other firm.
- Provide beginning and end dates for each assignment.

ATTACHMENT 3
PROPOSAL DATA SHEET
RFP: APA-2026-LOBBY-001

PROPOSAL DATA SHEET	
Solicitation Name	
Solicitation Number	
Offeror Firm Name	
UEI Number	
Mailing Address	
Telephone Number	
Fax Number	
Primary Email Address	
Authorized Negotiator Name	
Negotiator Title	
Negotiator Telephone	
Negotiator Email	

Also include the completed and signed Acknowledgement of Amendments (Attachment 1) in addition to this Proposal Data Sheet.

By signing below, the undersigned certifies that the information provided in this Proposal Data Sheet is true and correct, and that the undersigned is authorized to submit this proposal on behalf of the Offeror.

Signature

Date

Printed Name: _____

Title: _____

ATTACHMENT 4
EXHIBIT A - STATEMENT OF WORK / PRICING SCHEDULE
Federal Government Relations and Lobbying Services

In Support of: Alabama Port Authority (APA), Mobile, AL 36602

Type of Services: Federal Government Relations and Lobbying Services

Contract Term: Base Twelve (12)-Month Contract Period, with Four (4) Optional Twelve (12)-Month Contract Periods

I. Purpose

The Alabama Port Authority (“APA”) is seeking proposals from qualified firms to provide federal government relations, legislative advocacy, and lobbying services in Washington, D.C. The selected firm will serve as an extension of the APA’s governmental affairs team and provide strategic advice, advocacy, relationship development, and ongoing representation before the United States Congress, federal agencies, and the Executive Branch.

The APA is responsible for operating and developing Alabama’s public port facilities and advancing projects that support Alabama’s economy, transportation infrastructure, national security, international trade, and supply chain resilience. The selected firm will be expected to develop and implement a proactive federal government relations strategy that advances the APA’s legislative, policy, funding, regulatory, and project-specific priorities.

The APA anticipates that the selected firm will work closely with APA leadership, the Board of Directors, and the APA’s state and federal affairs staff.

II. General Scope of Services

The selected firm shall provide comprehensive federal lobbying and government relations services, including, but not limited to, the following:

A. Federal Legislative Advocacy

- Develop and implement a comprehensive federal legislative strategy designed to advance the APA’s priorities before the United States Congress.
- Monitor and advocate on federal legislation, authorizing legislation, appropriations bills, transportation legislation, maritime legislation, infrastructure legislation, environmental legislation, and other federal policies affecting the APA.
- Advocate for federal funding and policy priorities identified by the APA, including:
 - Congressional appropriations and Congressionally Directed Spending;
 - U.S. Army Corps of Engineers construction and operations and maintenance funding;
 - Port and maritime infrastructure programs;
 - U.S. Department of Transportation programs, including Federal Railroad Administration and Maritime Administration programs;
 - Port Infrastructure Development Program and other port-related grant programs;
 - Infrastructure Investment and Jobs Act and other federal infrastructure funding;
 - Coastal, navigation, dredging, and beneficial-use programs;

- Rail, intermodal, and freight infrastructure programs;
- Economic development and workforce-related programs;
- National security and defense-related infrastructure programs; and
- Other federal programs identified by the APA.
- Monitor and advocate for authorizing legislation affecting navigation, dredging, port infrastructure, freight mobility, rail infrastructure, maritime transportation, coastal restoration, environmental permitting, and related matters.
- Provide strategic advocacy regarding the Water Resources Development Act (WRDA), including provisions affecting the Port of Mobile, Mobile Harbor, navigation projects, dredging, beneficial use, environmental requirements, and other U.S. Army Corps of Engineers authorities.
- Identify opportunities to advance the APA's interests through amendments, report language, appropriations language, authorizing legislation, agency guidance, and other federal legislative vehicles.
- Track federal legislative developments and promptly advise the APA of proposed legislation, amendments, committee actions, floor activity, and other developments that could materially affect the APA.

B. Federal Appropriations and Funding Advocacy

- Develop and execute an annual federal appropriations strategy in coordination with APA staff and the APA's Congressional delegation.
- Assist the APA in identifying and pursuing federal funding opportunities for priority projects.
- Coordinate with Congressional offices regarding appropriations requests, Congressionally Directed Spending, Community Project Funding, and other congressional funding mechanisms.
- Assist in developing and refining project descriptions, funding requests, supporting documentation, talking points, letters of support, and other materials necessary to advance federal funding requests.
- Monitor the federal appropriations process from agency budget formulation through enactment and subsequent implementation.
- Maintain regular communication with relevant Congressional appropriations committees, authorizing committees, and personal offices.
- Advise the APA regarding timing, strategy, and positioning of federal funding requests.

C. Federal Agency Relations

- Develop and maintain relationships with senior officials and appropriate staff at federal agencies whose programs, policies, funding, or regulatory actions affect the APA.
- Provide strategic advice and advocacy before agencies including, as appropriate:
 - U.S. Army Corps of Engineers;
 - U.S. Department of Transportation;
 - Federal Railroad Administration;
 - Maritime Administration;
 - U.S. Coast Guard;
 - U.S. Department of Commerce;
 - U.S. Department of Defense;
 - U.S. Environmental Protection Agency;
 - U.S. Department of Energy;
 - U.S. Department of Homeland Security;
 - Office of Management and Budget;
 - Council on Environmental Quality; and
 - Other federal agencies and offices as appropriate.
- Assist the APA in securing meetings with federal agency leadership and appropriate program officials.
- Assist in advancing federal funding, permitting, regulatory, policy, and project-specific matters through federal agencies.
- Monitor agency rulemaking, guidance, funding notices, program changes, administrative actions, and other developments that could affect the APA.
- Assist with federal agency coordination related to major APA projects and initiatives.

D. Congressional Relations and Delegation Coordination

- Maintain regular and effective working relationships with Alabama's Congressional delegation and appropriate Congressional committees and staff.
- Coordinate with the offices of Alabama's United States Senators and Members of Congress to advance the APA's federal priorities.
- Develop individualized strategies for communicating the APA's priorities to relevant Members and staff.
- Assist in preparing for Congressional meetings, briefings, hearings, site visits, tours, and other engagements.
- Coordinate and participate in meetings with Members of Congress, Congressional staff, committee staff, and federal officials when requested by the APA.
- Assist the APA in coordinating Congressional delegation visits to APA facilities and projects.
- Provide timely follow-up on Congressional requests and commitments.

E. Strategic Policy and Legislative Counsel

- Provide strategic advice regarding emerging federal policies and legislative proposals affecting ports, maritime transportation, freight mobility, rail, navigation, dredging, infrastructure, economic development, environmental policy, and related issues.
- Analyze proposed federal legislation and policies and provide the APA with concise assessments of potential impacts, opportunities, and risks.
- Recommend appropriate advocacy strategies, including coalition development, Congressional engagement, agency engagement, stakeholder outreach, and legislative or administrative approaches.
- Assist the APA in developing federal legislative priorities and an annual federal advocacy agenda.
- Identify emerging federal policy issues before they become significant impediments or opportunities for the APA.

F. Coalition and Stakeholder Engagement

- Identify and develop strategic relationships with national associations, industry organizations, transportation and maritime groups, business organizations, economic development organizations, and other stakeholders whose interests align with the APA's federal priorities.
- Represent the APA in appropriate coalition meetings and advocacy efforts when authorized by the APA.
- Identify opportunities for the APA to participate in national advocacy campaigns, coalition letters, briefings, congressional events, and other activities.
- Coordinate with organizations such as the American Association of Port Authorities, American Waterways Operators, American Association of State Highway and Transportation Officials, U.S. Chamber of Commerce, National Association of Manufacturers, and other appropriate organizations, as directed by the APA.
- Assist in developing partnerships with other ports, transportation entities, state and local governments, and private-sector stakeholders when coordinated advocacy would advance the APA's interests.

G. Federal Grants and Funding Intelligence

- Monitor federal grant programs and discretionary funding opportunities relevant to the APA.
- Provide advance notice of significant federal funding opportunities, including anticipated notices of funding opportunity and changes to existing programs.
- Assist APA staff in understanding federal program requirements, eligibility criteria, funding priorities, and application timelines.
- Provide strategic advice regarding positioning of APA projects for competitive federal funding.
- Coordinate with APA staff and, when requested, grant-writing or technical consultants to support federal funding applications.
- Provide intelligence regarding Congressional and agency priorities that may affect the competitiveness of APA funding requests.

H. Meetings, Visits, and Advocacy Support

The selected firm shall assist the APA in planning and executing federal advocacy trips and meetings, including, as requested:

- Development of meeting schedules and agendas;
- Preparation of briefing materials and talking points;
- Coordination with Congressional and federal agency offices;
- Meeting attendance and participation;
- Follow-up with offices and agencies;
- Tracking of commitments and next steps; and
- Post-trip reporting and recommendations.

The firm should be prepared to provide an appropriate level of senior representation during meetings involving APA leadership and Board members.

III. Deliverables and Reporting

The selected firm shall provide regular reporting to the APA regarding federal government relations activities. At a minimum, the selected firm shall provide:

- Monthly Activity Report summarizing: meetings and contacts with Congressional offices and federal agencies; legislative and regulatory developments; funding opportunities; progress on APA priorities; upcoming deadlines and opportunities; and recommended next steps.
- Federal Legislative and Policy Updates on significant developments affecting the APA.
- Appropriations and Funding Updates throughout the federal budget and appropriations cycle.
- Priority Tracking for major APA legislative, funding, and policy initiatives.
- Strategic Recommendations when significant federal developments require action by the APA.
- Meeting Preparation Materials, including briefing documents, talking points, background information, and recommended messaging, as requested.
- Annual Federal Advocacy Strategy outlining recommended priorities, targets, timelines, and advocacy strategies for the upcoming federal fiscal and legislative year.

The selected firm shall maintain sufficient records to provide the APA with a clear accounting of federal advocacy activities undertaken on its behalf.

IV. Coordination with APA Staff and Leadership

The selected firm shall work collaboratively with the APA's federal affairs, state affairs, policy, legal, communications, and executive leadership teams.

The firm shall designate a primary point of contact responsible for coordinating services and maintaining regular communication with the APA.

The selected firm shall participate in regularly scheduled calls or meetings with APA staff and shall be available for time-sensitive matters that require immediate federal advocacy or strategic advice.

The firm shall coordinate its activities with the APA's existing governmental affairs efforts and shall not independently make commitments or representations on behalf of the APA without authorization.

V. Proactive Government Relations

The APA expects the selected firm to provide proactive rather than solely reactive representation. The firm should:

- Anticipate emerging federal issues that may affect the APA;
- Identify opportunities to advance APA priorities before legislation or regulations are formally introduced;
- Maintain relationships with key Congressional and federal agency personnel;
- Identify federal funding opportunities before application periods open;
- Provide intelligence regarding changes in Congressional and Administration priorities;
- Recommend strategies for positioning APA projects for federal support; and
- Develop opportunities to elevate the Port of Mobile and the APA's role in national transportation, maritime, trade, economic development, and supply chain policy discussions.

VI. Key Federal Priorities

The APA's federal priorities may change annually based on legislative, administrative, funding, and project-specific developments. Current and anticipated areas of interest include, but are not limited to:

- Continued federal investment in the Port of Mobile and Mobile Harbor;
- Navigation channel operations, maintenance, and improvements;
- Dredging and beneficial use policies;
- U.S. Army Corps of Engineers funding and authorities;
- WRDA authorization and implementation;
- Port infrastructure and modernization;
- Intermodal and freight rail infrastructure;
- Federal Railroad Administration and CRISI programs;
- Maritime Administration programs;
- Port Infrastructure Development Program funding;
- Supply chain resilience and national freight policy;
- National security and defense-related port infrastructure;
- U.S. Coast Guard facilities and operations;
- Federal environmental and permitting requirements;
- Coastal resilience and restoration;
- Economic development and workforce initiatives;
- Federal infrastructure legislation and funding programs; and
- Other federal policies or programs identified by the APA.

The APA reserves the right to modify, add, or remove federal priorities during the term of the contract.

VII. Compliance

The selected firm shall comply with all applicable federal, state, and local laws and regulations governing lobbying and government relations activities, including all applicable federal lobbying registration, disclosure, reporting, ethics, gift, and conflict-of-interest requirements.

The selected firm shall maintain all registrations and disclosures required under federal law and shall provide the APA with copies of applicable reports or filings upon request.

The firm shall promptly disclose any actual or potential conflict of interest that could affect its representation of the APA.

VIII. Qualifications and Performance Expectations

The APA expects the selected firm to demonstrate:

- Significant experience providing federal lobbying and government relations services;
- Direct, demonstrated experience of the proposed team working with Alabama's Congressional delegation;
- Established relationships with Congressional offices and federal agencies;
- Demonstrated knowledge of federal transportation, maritime, port, infrastructure, appropriations, and authorization processes;
- Experience representing ports, transportation agencies, public authorities, or comparable governmental entities;
- Demonstrated success securing federal funding or advancing federal legislative priorities;
- Experience with the U.S. Army Corps of Engineers and federal navigation and dredging programs;
- Knowledge of the federal appropriations and authorization processes;
- Ability to provide senior-level representation when requested;
- Ability to provide in-person representation in both the State of Alabama and Washington, D.C. (preferred);
- Ability to respond quickly to time-sensitive federal matters; and
- Strong communication, reporting, and project-management capabilities.

IX. Term and Performance

The anticipated contract term shall be a twelve (12) month Base Contract Period, with the option to extend for four (4) additional twelve (12)-month periods at the sole discretion of the APA, subject to applicable procurement requirements and the approval of the Board of Directors of the APA.

The selected firm's performance will be evaluated based on, among other factors:

- Effectiveness in advancing the APA's federal priorities;
- Quality and timeliness of strategic advice;
- Responsiveness to APA requests;
- Strength and effectiveness of Congressional and agency relationships;
- Identification and advancement of federal funding opportunities;
- Quality of reporting and communication;
- Proactive identification of emerging issues and opportunities; and

- Overall value provided to the APA.

X. Coordination with Other Consultants and Contractors

The selected firm shall coordinate, as appropriate, with the APA's other governmental affairs consultants, legal counsel, engineering and technical consultants, grant consultants, communications professionals, and other contractors.

The firm shall avoid duplication of services and shall communicate with APA staff regarding the respective roles and responsibilities of other consultants.

XI. Optional Services

Proposers may identify additional services that they believe would provide value to the APA, including:

- Congressional briefing and presentation development;
- Federal advocacy training for APA staff or Board members;
- Coalition development and management;
- Federal grant strategy and application support;
- Congressional and federal agency event coordination;
- Federal regulatory monitoring and analysis; and
- Other services that would enhance the APA's federal government relations program.

Any optional services should be clearly identified and separately priced in the proposal.

APA - Federal Government Relations and Lobbying Services - Pricing Schedule

The Proposed Firm-Fixed-Pricing for performance of the RFP's Statement of Work described herein shall be submitted on a Pricing Schedule as captured here below, in accordance with the instructions stated within the pertinent sections of the RFP. Pricing for each contract period shall be expressed as a total annual amount, inclusive of all services described in Exhibit A, payable in equal monthly retainer installments. Optional services shall be identified and priced separately.

No.	Description	Price Type	TOTAL PRICE
1.	Provide Federal Government Relations and Lobbying Services and Defined Deliverables as per this RFP. (Base Contract Period)	Firm-Fixed-Price	\$
No.	Description	Price Type	TOTAL PRICE
2.	Provide Federal Government Relations and Lobbying Services and Defined Deliverables as per this RFP. (Option Year #1 Contract Period)	Firm-Fixed-Price	\$
No.	Description	Price Type	TOTAL PRICE
3.	Provide Federal Government Relations and Lobbying Services and Defined Deliverables as per this RFP. (Option Year #2 Contract Period)	Firm-Fixed-Price	\$
No.	Description	Price Type	TOTAL PRICE
4.	Provide Federal Government Relations and Lobbying Services and Defined Deliverables as per this RFP. (Option Year #3 Contract Period)	Firm-Fixed-Price	\$
No.	Description	Price Type	TOTAL PRICE
5.	Provide Federal Government Relations and Lobbying Services and Defined Deliverables as per this RFP. (Option Year #4 Contract Period)	Firm-Fixed-Price	\$
Grand Total Amount: (Base Contract Period + All Four Optional Contract Periods)		Firm-Fixed-Price	\$

ATTACHMENT 5

Standard General Terms and Conditions

These Standard General Terms and Conditions are incorporated into and are a material part of the Professional Services Agreement (the "Agreement") between You and the Alabama Port Authority ("APA").

- 1.** The APA's sole obligation to You is the fee listed on this Agreement, and unless otherwise provided for in the Agreement, that fee is in full payment for your services, all necessary licenses and other governmental approvals, all equipment, all expenses and costs, including transportation and subsistence expenses, needed for the performance of your services. You must obtain the APA's prior written consent before performing or incurring any additional services or expenses, or the APA shall have no obligation to pay for unapproved additional services or expenses. Moreover, if at any time prior to the APA's release of funds in payment of this fee, the APA discovers that You are indebted to any department of the APA, then You authorize the APA to offset the amount of funds owed to You for services performed under this Agreement by the total amount You owe the APA.
- 2.** You are solely responsible for the timely payment of all federal, state, and local taxes or contributions with respect to your performance of this Agreement. You are an independent contractor and nothing in this Agreement shall be deemed to create any partnership, joint venture, association, or syndicate between you or APA; or to confer upon you any express or implied right or authority to enter into any Agreement, express or implied, or to incur any obligation on behalf of the APA. You are solely responsible for your acts and for the acts of your agents, employees, and subcontractors, if any, during the performance of this Agreement.
- 3.** By accepting payments agreed to in this Agreement, You certify that to their actual knowledge no APA employee or official, and no family members of an APA employee or official, will receive a benefit from these payments, except as been previously disclosed, in writing, to the APA.
- 4.** The laws of the State of Alabama shall govern the construction of this Agreement, without regard to conflicts of laws principles. Any claim against APA arising from this Agreement shall be filed with the Alabama State Board of Adjustment.
- 5.** This Agreement constitutes the entire agreement of the parties with respect to its subject matter and all prior understandings and agreements between the parties are merged into this Agreement. This Agreement may not be amended or modified except by a writing signed by all parties.

6. Contractor Obligations

- 6.1** Contractor shall appoint representatives to the following positions after obtaining APA's consent, which consent shall not be unreasonably withheld: (a) a primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "Contractor Contract Manager"); and (b) a sufficient number of employees to provide the Professional Services set out in the Statement of Work. Also provide for each of the Professional Employees their names, positions, and respective levels of experience and relevant registrations to APA (collectively, with Contractor Contract Manager, "Contractor Representatives").
- 6.2** Make no changes in Contractor Representatives except: (a) with the prior consent of APA, which consent shall not be unreasonably withheld; (b) at the request of APA, in which case Contractor shall promptly appoint a replacement; or (c) upon the resignation, termination, death, or disability of the existing Contractor Representative.
- 6.3** Assign only qualified, suitably skilled and experienced Contractor Employees and Representatives to provide the Professional Services.

6.4 Comply with all applicable laws and regulations in providing the Services and/or Deliverables, including all applicable federal lobbying registration, disclosure, reporting, ethics, gift, and conflict-of-interest requirements.

6.5 Comply with all APA rules, regulations, and policies (including, but not limited to, security, safety, regulations, and policies) in providing the Professional Services.

6.6 Report to the APA Contract Manager (as defined in Exhibit A) on the scheduling and status of the Professional Services Deliverables, including promptly reporting any delays.

6.7 Maintain complete and accurate records relating to the Professional Services performed under this Agreement during the Contract Term, and for a period of five (5) years thereafter. Upon APA's written request, Contractor shall allow APA or APA's representative to obtain copies of such records and interview Contractor Representatives as may be required by the APA; provided that APA provides Contractor with reasonable advance written notice.

7. APA Obligations

7.1 Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "APA Contracting Officer"), with such designation to remain in force unless and until a successor APA Contracting Officer is appointed, in APA's sole discretion.

7.2 Require that the APA Contracting Officer respond reasonably promptly to any reasonable requests from Contractor for instructions, information, or approvals required by Contractor to provide the Professional Services.

8. Fees and Expenses

8.1 In consideration of the professional services and required deliverables to be performed and provided for under this agreement, APA shall make incremental progress payments, the basis of which shall derive from the annual contract period(s) total price as established within the awarded Exhibit A Pricing Schedule. Billing related matters such as frequency of invoicing, schedule of values, progress milestones, deliverables, etc., will be discussed and confirmed at the initial Post-Award Conference, TBD. Unless otherwise provided in the Statement of Work, said fee will be payable within thirty (30) days of receipt by APA of an undisputed invoice from Contractor accompanied by documentation reasonably requested by APA evidencing all charges. Contractor should send invoices to accountspayable@alports.com for processing.

8.2 The fees set forth in this Agreement shall cover and include all materials used and expenses incurred by Contractor in providing the Services and/or Deliverables. In no event shall APA be required to pay any additional amount to Contractor in connection with such materials or expenses.

8.3 The fees set forth in this Agreement shall cover and include all sales and use taxes, duties, and charges of any kind imposed by any federal, state, or local governmental authority on amounts payable by APA under this Agreement. In no event shall APA be required to pay any additional amount to Contractor in connection with such taxes, duties, and charges, or any taxes imposed on, or regarding, Contractor's income, revenues, gross receipts, personnel, or real or personal property or other assets.

9. Confidentiality

9.1 All non-public, confidential, or proprietary information of APA ("Confidential Information"), including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by APA to Contractor, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in

connection with this Agreement is confidential, solely for Contractor's use in performing this Agreement, and may not be disclosed or copied unless authorized by APA in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Contractor's breach of this Agreement; (b) is obtained by Contractor on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) Contractor establishes, by documentary evidence, was in Contractor's possession prior to APA's disclosure hereunder; or (d) was or is independently developed by Contractor without using any Confidential Information. Upon APA's request, Contractor shall promptly return all documents and other materials received from APA. APA shall be entitled to injunctive relief for any violation of this Section.

9.2 All individuals involved in providing the Services and/or Deliverables and accessing any terminal of APA, including any Contractor Representatives, must have a valid Transportation Worker Identification Credential (TWIC) card and APA badge, and any vehicle operated by any such individuals on any terminal of APA must have an APA vehicle decal. A designated APA representative shall escort each such individual on APA terminal property.

9.3 In the event any Contractor Representatives may need remote access to APA's computer systems or network to provide the Services and/or Deliverables, any such Contractor Representatives must obtain approval from the APA IT Department.

10. Term, Termination, and Survival

10.1 This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the professional services, pursuant to and under all Statements of Work (the "Term") unless sooner terminated pursuant to Sections 10.2 and 10.3 or extended upon mutual written agreement of the Parties.

10.2 APA, in its sole discretion, may terminate this Agreement or any Statement of Work, in whole or in part, at any time without cause, and without liability except for required payment for Services rendered, and reimbursement for authorized expenses incurred, prior to the termination date, by providing at least ten (10) days' prior written notice to Contractor.

10.3 Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party: (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within five (5) days after receipt of written notice of such breach; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (d) is dissolved or liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the benefit of creditors; or (f) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

10.4 Upon expiration or termination of this Agreement for any reason, Contractor shall promptly: (a) deliver to APA all documents, work product, and other materials, whether or not complete, prepared by or on behalf of Contractor in the course of providing the Services and/or Deliverables for which APA has paid; (b) return to APA all APA-owned property, equipment, or materials in its possession or control; (c) remove any Contractor-owned property, equipment, or materials located at APA's locations; (d) deliver to APA all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on APA's Confidential Information; (e) provide reasonable cooperation and assistance to APA in transitioning the Services and/or Deliverables to an alternate Contractor; (f) on a pro rata basis, repay all fees and expenses paid in advance for any Services and/or Deliverables which have not been provided; (g) permanently delete all of APA's Confidential Information from its computer systems; and (h) certify in writing to APA that it has complied with the requirements of this Section 10.4.

10.5 The rights and obligations of the Parties set forth in this Section 10 and Section 6, Section 7, Section 9, Section 11, Section 12, Section 13, Section 16, Section 18, Section 25, Section 26, and Section 27, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

11. Independent Contractor

11.1 It is understood and acknowledged that the Services and/or Deliverables which Contractor will provide to APA hereunder shall be in the capacity of an independent contractor and not as an employee or agent of APA. Contractor shall control the conditions, time, details, and means by which Contractor performs the Services. APA shall have the right to inspect the work of Contractor as it progresses solely for the purpose of determining whether the work is completed according to the applicable Statement of Work.

11.2 Contractor has no authority to commit APA, act for or on behalf of APA, or to bind APA to any obligation or liability.

11.3 Contractor shall not be eligible for and shall not receive any employee benefits from APA and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees earned by Contractor hereunder.

12. Indemnification

12.1 To the extent permitted under applicable law, Contractor shall indemnify, defend, and hold harmless APA and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers incurred by or awarded against Indemnified Party (collectively, "Losses"), relating to, arising out of, or resulting from any claim of a third party or APA arising out of or occurring in connection with Contractor's operations under this Agreement (whether such operations are performed by the Contractor itself or by some person or entity acting on behalf of the Contractor), Services and/or Deliverables.

13. Remedies

13.1 If Contractor violates any provision of this Agreement, APA shall, in addition to any damages to which it is entitled, be entitled to immediate injunctive relief against Contractor prohibiting further actions inconsistent with the Contractor's obligations under this Agreement.

13.2 In the event Contractor breaches this Agreement (including, but not limited to, by failing to satisfactorily perform any of the Services on a timely basis) and fails to cure within any applicable cure period, APA shall have the right, without prejudice to any other rights or remedies it may have under this Agreement or any applicable Statement of Work, to take one or more of the following steps: (a) suspend Contractor's right and obligation to complete its provision of the performance of the Services until such time as Contractor is able to demonstrate to APA's reasonable satisfaction that Contractor can satisfactorily meet its obligations under this Agreement; (b) itself provide and engage a replacement contractor to provide any or all of the delayed or unsatisfactory Services; (c) assign one or more of its representatives to supervise and work with Contractor to correct and mitigate the effects of Contractor's breach; or (d) withhold payment of any amounts otherwise due to Contractor in a sufficient amount to set off against any damages caused to APA as a consequence of Contractor's breach.

13.3 To the extent APA is required to seek enforcement of this Agreement or otherwise defend against an unsuccessful claim of breach, Contractor shall be liable for all attorney's fees and costs incurred by APA to enforce the provisions of this Agreement.

13.4 All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Despite the previous sentence, the Parties intend that Contractor's exclusive remedy for APA's payment breach shall be its right to damages equal to its earned but unpaid fees.

13.5 Nothing in this Agreement shall constitute a waiver or limitation of the immunity of APA as an agency of the State of Alabama.

14. Changes

APA Provision for Changes – Fixed Price Services / Supply Contract Agreement

(a) The APA Director may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following: (1) Description of services to be performed. (2) Time of performance (i.e., hours of the day, days of the week, etc.). (3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the APA Director shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the APA Director decides that the facts justify it, the APA Director may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property, supplies, materials or other items made obsolete or excess by the change, the APA Director shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

15. Insurance

15.1 Offeror shall maintain Professional Liability (Errors & Omissions) Insurance with minimum limits of \$1,000,000 per occurrence, covering claims arising out of the performance of professional services under this Agreement.

16. Entire Agreement. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

17. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, email (with confirmation of transmission), nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by

the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section.

18. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to (or, if necessary, a court may) modify this Agreement to achieve the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

19. Amendments. No amendment to or modification, rescission, termination, or discharge of this Agreement shall be effective unless it is in writing, identified as an amendment to or modification, rescission, termination, or discharge of this Agreement, and signed by an authorized representative of each Party.

20. Waiver. No waiver by APA of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by APA. Except as otherwise set forth in this Agreement, no failure by APA to exercise, or delay by APA in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver by APA thereof, nor shall any single or partial exercise by APA of any right, remedy, power, or privilege hereunder preclude any other or further exercise by APA thereof or the exercise by APA of any other right, remedy, power, or privilege.

21. Assignment. Contractor shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of APA. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Contractor of any of its obligations hereunder. APA may at any time assign or transfer any or all of its rights or obligations under this Agreement without Contractor's prior written consent.

22. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.

23. No Third-Party Beneficiaries. Other than as set forth in Section 12, this Agreement benefits solely the Parties and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

24. Choice of Law. This Agreement and all related documents, the relationship of the Parties relating to this Agreement, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Alabama.

25. Choice of Forum. Any legal action, suit, or proceeding brought by a Party in any way arising out of or relating to this Agreement shall be brought in the federal or state courts in Mobile County, Alabama, provided that any claims against APA may only, to the extent permitted by Alabama law, be brought before the Board of Adjustment of the Alabama Department of Finance. Nothing in this Agreement shall constitute a waiver or limitation of the immunity of APA as an agency of the State of Alabama.

26. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED

AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

27. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 18, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

28. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such Party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) industry-wide shortages of materials or components; (i) significant and unexpected increases in material costs; (j) transportation delays; and (k) other similar events beyond the reasonable control of the Impacted Party. Notwithstanding the foregoing, Contractor's financial inability to perform, nor supplier actions or contract disputes external to the performance of this Agreement or any Statement of Work, will not excuse performance by Contractor under this Section; however, the obligation of a Party to pay money for Services performed shall not in any way be excused. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period the occurrence is expected to continue.

This Professional Services Contract between ("You"), as an independent contractor, and the Alabama Port Authority provides for the performance of specified services in accordance with the Standard General Terms and Conditions herein, and with the Alabama Port Authority Professional Services agreement (together with exhibits, schedules and attachments hereto, the "Agreement").

Description of Service: Federal Government Relations and Lobbying Services

Service Performance Dates: Reference Exhibit "A".

Fee: Reference Exhibit "A"

Check One: ☒ You are solely responsible for any costs and expenses that you incur in performing the services.

Payment Terms: ☐ Due Upon Receipt ☐ Net 7 ☐ Net 10 ☒ Net 30 ☐ Net 45

Payment Milestones: Reference Exhibit "A" – Pay Schedule

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

[ALABAMA PORT AUTHORITY]

By:

Name: Douglas C. Otto, Jr., P.E.

Title: Director & C.E.O.

Date: _____

[CORPORATION / CONTRACTOR NAME]

By:

Name: _____

Title: _____

Date: _____

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:

- 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.
- 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: _____