PROFESSIONAL SERVICES CONTRACT

RFP# : APA-2026-HR-PDP-001

PORT DEVELOPMENT PROGRAM LEADERSHIP DEVELOPMENT SERIES

October 1, 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-HR-PDP-001

PORT DEVELOPMENT PROGRAM LEADERSHIP DEVELOPMENT SERIES

1.0 INTRODUCTION

The Procurement Department of the Alabama Port Authority (APA), in support of the APA Human Resources Department, is hereby requesting proposals from qualified leadership-development providers to design and deliver a Leadership Development Series for participants in the APA's Port Development Program on a competitive basis.

The Port Development Program is an eighteen (18) month development program for a small cohort of APA employees drawn from different areas of the Port. The program has three connected parts: Academic Development, Port Immersion, and Practical Application. The provider selected under this solicitation will support only the Academic Development component. The APA will continue to manage all other program components.

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 leadership-development training services beginning on the contract award signature date and continuing through the completion of the eighteen (18) month Port Development Program period, which is anticipated to begin in January 2027. The APA may, at its sole discretion and subject to available funding, elect to procure the optional services identified in Exhibit A, including use of the series for a future cohort, at the prices proposed by the Offeror.

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 Offeror's proposed prices, identified separately on the Exhibit A Pricing Schedule, 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 for the complete Leadership Development Series. The APA reserves the right to make more than one award if it determines that doing so is in its best interest, and 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 seeks a qualified provider to design and deliver a leadership series for a cohort of approximately three (3) to four (4) Port Development Program participants. The series should progress from personal leadership to broader organizational leadership and provide practical tools participants can apply in their current roles, rotations, mentoring relationships, and capstone work.

The goal is not simply for participants to attend classes. Participants should have opportunities to discuss real situations, practice new skills, receive useful feedback, and apply what they learn between sessions. The APA is not seeking lecture-based or virtual training.

3.0 GENERAL INFORMATION

The APA intends to procure a qualified provider to deliver the Academic Development component of the Port Development Program. 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 services awarded.

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:

- Participate in an initial planning meeting with Port representatives and recommend a training schedule for the eighteen (18) month program.
- Recommend a cohesive curriculum and sequence for a six-class series addressing: Lead Yourself; Lead Through Communication; Lead Others; Lead Teams; Lead Change; and Lead the Organization.
- Customize course content and examples for the Port’s operational, administrative, and cross-functional environment.
- Provide qualified facilitators, including a proposed lead facilitator and backup coverage.
- Deliver six (6) instructor-led, in-person classes, preferably one full day each, with all participant materials, exercises, and practical application or follow-up activities.
- Provide any recommended assessments with confidential individual debriefs.
- Provide attendance and completion information, a midpoint check-in, and a final summary of what worked and what should be adjusted for a future cohort.

Special Considerations

Offerors shall account for the following in their proposals:

- **Cohort Size:** Three (3) participants will be selected. A fourth (4th) participant may be added if a final-seat tie occurs during selection. Offerors shall price the base series for three participants and identify any change in price for a fourth participant.
- **Small-Group Delivery:** Offerors shall explain how activities normally designed for a larger class will be adjusted for a cohort of three to four people, and shall identify any minimum class-size requirements or minimum fees.
- **Port-Managed Program Components:** The APA will manage participant selection, mentors, rotations, the team capstone, and all employment-related decisions. These items are outside the scope of this contract, as described in Exhibit A.
- **Alternate Delivery:** If an Offeror determines that a dedicated cohort would not be cost-effective, it may also submit open-enrollment seat pricing or another commercially available option as an alternate, as described in Exhibit A.

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.

3.3 Federal and State of Alabama Requirements

- 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.
- U.S. Coast Guard regulation 33 CFR 101.514 designates certain areas of the APA as a Restricted Facility and requires compliance with our Access policy. The APA Access Policy requires all persons requesting temporary access to these restricted areas to obtain and display an APA issued photo ID badge or visitor badge at all times when accessing or working in these areas. In order to obtain an APA credential, applicants must also obtain a Transportation Worker Identification Credential (TWIC) and undergo mandatory Security Awareness Training. Information on APA access requirements can be found at https://www.alports.com/port-access/.
- 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 must be authorized to transact business in the State of Alabama, or must become so authorized prior to contract award.

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: October 1, 2026
- Deadline to submit questions: C.O.B. October 21, 2026
- APA Response to questions: October 29, 2026
- RFP Submission: November 16, 2026, at 10:00 AM Central Time.
- Notification of Intent to Award Date: December 10, 2026

Proposals shall be submitted electronically only. Hard copies will not be accepted or evaluated. E-mail proposals to: ProcurementandContracting@alports.com. Please indicate **"Port Development Program Leadership Series"** 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

After contract award, the APA Human Resources Department program representative for technical and scheduling matters will be Molly Tillman (molly.tillman@alports.com), as identified in Exhibit A. Offerors shall not contact the program representative regarding this solicitation prior to award.

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 the Leadership Development Series 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 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 Exhibit A Pricing Schedule, including:
    - Planning, curriculum design, customization, and program management
    - Price per class and total firm fixed price for the six-class series for three (3) participants
    - Participant materials, assessment licenses, individual debriefs, follow-up resources, and reporting
    - Travel and any other additional costs
    - The change in price, if any, for a fourth (4th) participant
    - Separate pricing for each optional service
    - Minimum charges, deposits, cancellation and rescheduling fees, and the period for which pricing remains valid
    - Open-enrollment or other commercially available alternate pricing, if offered
- List of current and former client references from comparable work. 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.
- 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-PDP-[Offeror-Name]-Vol-I.pdf"
- One (1) separate electronic PDF of Volume II only. Label file: "APA-PDP-[Offeror-Name]-Vol-II.pdf"
- Hard copies will not be accepted or evaluated.
- All pages shall be 8-½" × 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 - Curriculum & Instructional Approach	More important than Factor 3
Vol. II	Factor 3 - Facilitators, Availability & Program Management	Least important non-price factor

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

Submit no more than five (5) recent, relevant engagements, and complete Attachment 2 - Relevant Experience Form for the proposed lead facilitator and backup facilitator. A relevant engagement is a leadership-development program that included more than one session and was delivered within the past five (5) years. Proposals should address:

- Experience designing and delivering multi-session leadership programs.
- Experience adjusting training for very small groups.
- References from comparable work.
- Experience with public agencies, transportation, infrastructure, industrial operations, or another complex work environment. This experience will be considered favorably, but Port or maritime experience is not required.

Factor 2 - Curriculum & Instructional Approach (maximum ten pages):

- Proposed curriculum and learning objectives for each class, addressing all six development areas in Exhibit A, Section 3.
- Recommended class length, sequence, and schedule across the eighteen (18) month program.
- How the training will be interactive and useful for a cohort of three to four participants, including how group activities will be adjusted.
- How the training connects to participants' current work, rotations, and approved program assignments, including between-session assignments that are manageable for employees who remain responsible for their regular jobs.
- Which content is standard and which will be customized for the Port.
- Any recommended assessment, including how it is administered, explained, debriefed confidentially, priced, and protected, and the certifications required to administer it.
- The proposed method for evaluating participant learning and application without overstating results from a small group.
- How the provider will coordinate with Port-managed mentoring, rotations, and the capstone without taking over those program components.

Factor 3 - Facilitators, Availability & Program Management (maximum five pages):

- Proposed lead facilitator and backup coverage, including leadership-development and adult-learning experience and any required assessment certifications.
- Availability and facilitator continuity throughout the program period, earliest practical start date, and lead time required before the first session.
- Approach to scheduling, cancellations, makeup sessions, and facilitator substitutions.
- Facilities, technology, accessibility support, and Port staff support the provider will need.
- Disclosure of any subcontractors, third-party products or licenses, and possible conflicts of interest.
- Accessibility of participant materials and instruction.

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 “Port Development Program Leadership Series” 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 8-½” × 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.

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.

Price will be evaluated on the Total Base Series Price for three (3) participants plus the fourth-participant adjustment in the Exhibit A Pricing Schedule. Optional services and any alternate pricing will be evaluated for fairness and reasonableness but will not be included in the total evaluated price.

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.

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 authorized to transact business in the State of Alabama, or shall become so authorized prior to contract award.
- The Offeror shall have experience designing and delivering multi-session leadership-development programs.
- The Offeror shall submit a client reference list of at least three (3) comparable engagements recently undertaken.
- The Offeror shall submit information relative to the qualifications and experience of the proposed lead facilitator and backup facilitator. The APA expects that facilitators assigned to the program will not change during the program period except as approved by the APA.
- The Offeror shall disclose any subcontractors, third-party products or licenses, and possible conflicts of interest.
- 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

ALABAMA PORT AUTHORITY

ATTACHMENT 1

ALABAMA PORT AUTHORITY

RFP: APA-2026-HR-PDP-001

PORT DEVELOPMENT PROGRAM LEADERSHIP DEVELOPMENT SERIES

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

ALABAMA PORT AUTHORITY

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 Registration or Certification: Discipline/Registration #:

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

1. Note your specific responsibilities and authorities, not those of the firm.
2. Note whether experience is with current firm or with other firm.

3. Provide beginning and end dates for each assignment.

ALABAMA PORT AUTHORITY

ATTACHMENT 3

PROPOSAL DATA SHEET

RFP: APA-2026-HR-PDP-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.

ALABAMA PORT AUTHORITY

ATTACHMENT 4

EXHIBIT A - STATEMENT OF WORK / PRICING SCHEDULE

Port Development Program Leadership Development Series

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

Type of Services: Professional Leadership-Development Training Services

Contract Term: Contract award through completion of the eighteen (18) month Port Development Program, anticipated to begin January 2027

APA Program Representative: Molly Tillman, Human Resources Department, molly.tillman@alports.com

Contracting Officer: Terell Taylor, Procurement & Contracting, ProcurementandContracting@alports.com

1. Purpose and Background

The Alabama Port Authority seeks a qualified leadership-development provider to design and deliver a six-class leadership series for participants in the Port Development Program. The series should progress from personal leadership to broader organizational leadership and provide practical tools participants can apply in their current roles, rotations, mentoring relationships, and capstone work.

The Port Development Program is an eighteen (18) month development program for a small group of employees from different areas of the Port. It has three connected parts: Academic Development, Port Immersion, and Practical Application. The Contractor will support only Academic Development.

2. Anticipated Audience and Format

- One cohort of approximately three (3) participants, with a possible fourth (4th) participant.
- Six (6) instructor-led classes delivered during the eighteen (18) month program.
- Preferred format of one full-day, in-person session per class. Lecture-based and virtual training will not be accepted.
- Interactive instruction using discussion, exercises, case studies, and practical application.
- Content customized to the Port's operational, administrative, and cross-functional environment.
- One provider preferred for the complete six-class series.

- Final course titles, sequence, and delivery approach may be refined with the APA after award.

3. Six-Class Framework

Offerors may recommend different course titles or sequencing, but proposals shall address all six development areas.

1. **Lead Yourself:** Self-awareness, personal values, accountability, emotional intelligence, resilience, and individual effectiveness.
2. **Lead Through Communication:** Professional communication, listening, difficult conversations, executive presence, feedback, and influence without formal authority.
3. **Lead Others:** Coaching, delegation, setting expectations, developing others, motivation, and individual accountability.
4. **Lead Teams:** Building trust, collaboration, conflict management, team performance, shared accountability, and working across different perspectives.
5. **Lead Change:** Adaptability, problem-solving, decision-making, leading through uncertainty, gaining support, and helping others respond to change.
6. **Lead the Organization:** Strategic thinking, cross-functional awareness, customer and stakeholder relationships, operational and financial tradeoffs, and understanding how decisions affect the Port as a whole.

4. Contractor Deliverables

The Contractor shall provide the following:

- An initial planning meeting with Port representatives and a recommended training schedule for the eighteen (18) month program.
- A cohesive curriculum showing the purpose, learning objectives, and expected outcome of each session.
- Course content and examples customized for the Port’s work environment.
- Qualified facilitators, a proposed lead facilitator, and backup coverage.
- Any recommended assessments and confidential individual debriefs.
- Training sessions, participant materials, practical exercises, supporting resources, and reasonable follow-up activities.
- A recommended method for evaluating participant learning and program effectiveness.
- Attendance and completion information, along with timely notice of any scheduling or delivery concerns.
- A midpoint check-in and a final summary of what worked and what should be adjusted for a future cohort.
- Coordination of scheduling and preparation requirements with the APA Program Representative.

5. Delivery Requirements

- Training shall connect to participants' current work, rotations, or approved program assignments. Any assignments between sessions shall be useful and manageable for employees who remain responsible for their regular jobs.
- The Contractor shall use only Port-approved or de-identified operational information.
- The Contractor shall not record sessions without written approval from the APA.
- Participant materials and instruction shall be accessible.
- The Contractor shall identify any technology, facility, or Port staff support needed and the lead time required before the first session.

6. Port Responsibilities (Not Included in Base Price)

The APA will manage the following. These items shall not be included in the base price unless added as a separate option:

- Employee eligibility, applications, participant selection, and all promotion, placement, compensation, performance, or other employment decisions.
- Mentor recruitment, matching, monthly mentor meetings, and the private substance of mentoring conversations.
- Port rotations, shadowing, site access, safety and confidentiality requirements, and feedback from rotation hosts.
- Selection and sponsorship of the team capstone, access to Port information and employees, approval of any pilot, and implementation decisions.
- Supervisor Foundations and other training required for an employee's current position.
- The summer economic-development intensive and specialized maritime or port-management training.
- Instruction on Port operations, finance, risk, policies, customers, and other Port-specific information.

7. Optional Services

The following services are not part of the base series. Offerors shall price each separately in Table C. The APA may, at its sole discretion, order any optional service during the contract term at the proposed price: optional coaching, multi-rater feedback, capstone presentation practice, manager orientation or briefings, follow-up sessions, future-cohort use of the series, and internal APA use of participant materials or customized work.

8. Pricing Schedule

The Proposed Firm-Fixed-Pricing for performance of the Statement of Work described herein shall be submitted on the Pricing Schedule below, in accordance with the instructions stated within the pertinent sections of the RFP. Offerors shall separate major expenses rather than provide only one total number.

Table A - Base Series (Three Participants)

No.	Description	Price Type	Price
1	Initial planning meeting, curriculum design, customization, and program management	FFP	$
2	Class 1 - Lead Yourself	FFP	$
3	Class 2 - Lead Through Communication	FFP	$
4	Class 3 - Lead Others	FFP	$
5	Class 4 - Lead Teams	FFP	$
6	Class 5 - Lead Change	FFP	$
7	Class 6 - Lead the Organization	FFP	$
8	Participant materials, assessment licenses, individual debriefs, follow-up resources, and reporting (midpoint check-in and final summary)	FFP	$
9	Travel, lodging, and other additional costs	FFP	$
	Total Base Series Price (Items 1 through 9)	FFP	$

Table B - Fourth Participant Adjustment

No.	Description	Price Type	Price
10	Additional price to add a fourth (4th) participant to the base series (enter $0 if no change)	FFP	$

Table C - Optional Services (Not Included in Base Price)

No.	Description	Price Type	Price
11	Individual coaching (per participant, per session)	Unit Price	$
12	Multi-rater feedback (per participant)	Unit Price	$
13	Capstone presentation practice (per session)	Unit Price	$
14	Manager orientation or briefing (per session)	Unit Price	$
15	Follow-up session (per session)	Unit Price	$
16	Future-cohort delivery of the six-class series (per cohort)	FFP	$
17	Internal APA use of participant materials or customized work (license)	FFP	$

Table D - Commercial Terms (Offeror to Complete)

Term	Offeror Response
Minimum charges or enrollment requirements	
Deposits	
Cancellation fees and notice period	

Term	Offeror Response
Rescheduling fees and makeup session terms	
Period pricing remains valid (days)	
Earliest practical start date	

Table E - Alternate Pricing (Optional)

If a dedicated cohort would not be cost-effective, the Offeror may propose open-enrollment seat pricing or another commercially available option. Alternate pricing will not be included in the total evaluated price.

No.	Description	Price Type	Price
18	Open-enrollment seat or other commercially available option (per participant). Describe the offering:	Unit Price	$

Total Evaluated Price: Total Base Series Price (Table A) + Fourth Participant Adjustment (Table B) = $_____

9. Invoicing and Payment

The Contractor may invoice Item 1 upon the APA's acceptance of the recommended curriculum and training schedule, and may invoice each class (Items 2 through 7), together with the associated portion of Items 8 and 9, following delivery of that class. Payment shall be made Net 30 days upon APA acceptance of the service. Invoices shall reference the contract number and shall be submitted to accountspayable@alports.com.



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. Contractor shall:

6.1 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").

(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 licenses 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.

(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.

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 Contracting Officer (as defined in Section 7.1) 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. APA shall:

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 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.

(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.

(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 8, Section 9, Section 11, Section 12, Section 13, Section 16, Section 22, Section 23, and Section 24, 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, and with respect to Confidential Information that constitutes a trade secret under applicable law, the rights and obligations set forth in Section 9 hereof will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Service Provider or its affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

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 Indemnification. 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, 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 of 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 Products and/or 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;

(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. Insurance.

14.1 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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 16, 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.

27. 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.

28. 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.

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 attached hereto, the "Agreement").

Description of Service: Port Development Program Leadership Development Series

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" – Invoicing and Payment

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:

   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