



Alabama State Port Authority

FACILITY SECURITY ASSESSMENT AND
SECURITY PLAN REVISION

Project #10667

Request for Proposal

Issued June 28, 2019

Direct Inquiries and Proposals to:

Capt. Terry Gilbreath

Office of the Harbormaster / Facility Security
Officer

P.O. Box 1588

Mobile, AL 36633

251-441-7074

tgilbreath@asdd.com

Table of Contents

Introduction

Statement of Purpose	3
Company Background and Overview	3

Project Requirements

Project Overview	4
Mandatory requirements for the Facility Security Assessment (FSA)	4
Mandatory requirements for the Facility Security Plan (FSP)	7
Project Schedule	8
Instructions to Proposers	8
Evaluation Criteria	9
Selection Process	10

Proposal Submittal Requirements

Introduction and Corporate Overview	10
SSI requirements	10
Scope of Work Summary	10
Pricing	11
Project Assumptions	11
References	11

Appendix A – State of Alabama Supplier Disclosure Statement

Appendix B – Insurance Requirements for Contract Work

Appendix C – Beason Hammon Affidavit

Appendix D – Non-disclosure Agreement for Access to SSI

Alabama State Port Authority

Facility Security Assessment & Security Plan Revision, Request for Proposal, Project# 10667

Introduction

Statement of Purpose

The Alabama State Port Authority (ASPA) is seeking proposals for a qualified provider with knowledge of and expertise in the Maritime Transportation Security Act of 2002, 33 CFR 105 Maritime Security Facilities and all other associated regulatory guidance documents. The services sought in this Request are to conduct a Facility Security Assessment (FSA) and subsequent limited revision of the Facility Security Plan (FSP).

Company Background and Overview

The Alabama State Port Authority, headquartered in Mobile, Alabama, owns and operates the State of Alabama's public deep-water port facilities in Mobile, Alabama USA. ASPA directly employs approximately 500 workers and supports approximately 134,608 logistics and maritime jobs generating \$22.4 billion in economic value to Alabama's economy. The Port of Mobile's public and private terminals represent the nation's 11th largest seaport in terms of tonnage, with over 58 million tons moving through the port in 2017. ASPA's facilities have immediate access to two interstate systems, five Class I railroads, and nearly 15,000 miles of inland waterway connections.

List of ASPA Restricted Maritime Security Facilities

- Main Docks Complex
- Blakeley Island Terminal
- Pinto Island Terminal
- McDuffie Coal Terminal
- Marine Liquid Bulk Terminal
- Mobile Middle Bay Port Terminal

Project Scope and Requirements

Project Overview

The purpose of this project is to conduct a Facility Security Assessment (FSA) in accordance with 33 CFR 105.300 and then revise portions of the Alabama State Port Authority Facility Security Plan in accordance with the requirements found in 33 CFR 105.400.

Mandatory Requirements for the FSA

I. *On Scene Survey:* A mandatory on-scene survey of each restricted facility will be required. This on-scene survey will examine and evaluate existing facility protective measures, procedures, and operations.

II. *Analysis and recommendations.* The Proposer will provide recommendations to establish and prioritize the security measures that should be included in the Facility Security Plan (FSP). The analysis must consider:

1. Assess and identify each vulnerability found during the on-scene survey, including but not limited to (as applicable):
 - a) Waterside and shore-side access to the restricted facilities;
 - b) Existing security measures and procedures, including personnel identification systems;
 - c) Existing security measures and procedures for ASPA owned utilities;
 - d) Measures to protect radio and telecommunication equipment, including computer systems and networks;
 - e) Adjacent areas that may be exploited during or for an attack;
 - f) Areas that may, if damaged or used for illicit observation, pose a risk to people, property, or operations within the facility;
 - g) Existing agreements with private security companies providing shore-side security services;
 - h) Any conflicting policies between emergency operation procedures and security measures and procedures;
 - i) Any conflicting facility operations and security duty assignments;
 - j) Any enforcement and personnel constraints;
 - k) Any deficiencies identified during daily operations or training and drills; and
 - l) Any deficiencies identified following security incidents or alerts, the report of security concerns, the exercise of control measures, or audits;
2. Access and identify possible security threats, including but not limited to (as applicable):
 - a) Damage to or destruction of the restricted facilities;

Alabama State Port Authority

Facility Security Assessment & Security Plan Revision, Request for Proposal, Project# 10667

- b) Tampering with cargo, essential equipment or systems, or vessel stores staged in the restricted facility;
 - c) Unauthorized access or use including the presence of stowaways;
 - d) Smuggling dangerous substances and devices at the restricted facilities;
 - e) Use of a vessel moored at the restricted facility to carry those intending to cause a security incident and their equipment;
 - f) Use of a vessel moored at the restricted facility as a weapon or as a means to cause damage or destruction; and
 - g) Impact on the restricted facility and its operations due to a blockage of entrances and approaches;
 - 3. Evaluate and review previously conducted government led threat assessments of the Alabama State Port Authority regulated restricted facilities;
 - 4. Evaluate and identify vulnerabilities, including human factors, in the facility's security related infrastructure, policies and procedures;
 - 5. Evaluate and identify any particular aspects of the Alabama State Port Authority regulated restricted facilities; which make it likely to be the target of an attack;
 - 6. Evaluate and identify any likely consequences in terms of loss of life, damage to property, and economic disruption, including disruption to transportation systems, of an attack on or at the facility;
 - 7. Evaluate the vulnerabilities and deficiencies at all access points in the Alabama State Port Authority regulated restricted areas for each MARSEC level; and
- III. The Contractor shall prepare and provide to ASPA a complete FSA report that should, at a minimum, include the following:
- 1. A summary of how the on-scene survey was conducted;
 - 2. A list of the key facility operations that are important to protect;
 - 3. A description of existing security measures, including inspection, control and monitoring equipment, personnel identification documents and communication, alarm, lighting, access control, and similar systems;
 - 4. A description of identified weaknesses, including human factors, in the infrastructure, policies, and procedures of the facility;
 - 5. Recommended security measures to address each vulnerability.
 - 6. Description of the physical security, physical condition of security related infrastructure (fencing, light and camera poles, gates, etc.); procedural policies related to security functions; radio/telecommunication/computer/network systems; relevant transportation infrastructure, and ASPA owned security related utilities.

Alabama State Port Authority

Facility Security Assessment & Security Plan Revision, Request for Proposal, Project# 10667

IV. FSA report should list the persons, activities, services, and operations that are important to protect, in each of the following categories (as applicable):

1. Facility personnel;
2. Visitors, suppliers, repair technicians, vessel personnel, etc.;
3. Capacity to maintain emergency response;
4. Cargo, particularly dangerous goods and hazardous substances;
5. Delivery of vessel stores;
6. Any facility security communication and surveillance systems; and
7. Any other facility security systems, if any.

V. The FSA report must account for any vulnerabilities in the following areas (as applicable):

1. Conflicts between facility operations and security measures;
2. Conflicts between duties and security assignments;
3. The impact of watch-keeping duties and risk of fatigue on facility personnel alertness and performance;
4. Security training deficiencies; and
5. Security equipment and systems in the Alabama State Port Authority regulated restricted area, including communication systems.

VI. The FSA report must evaluate and discuss key facility measures and operations, including (as applicable):

1. Ensuring performance of all security duties;
2. Controlling access to the Alabama State Port Authority regulated restricted facility, through the use of identification systems or otherwise;
3. Controlling the debarkation of vessel personnel and other persons and their effects (including personal effects and baggage whether accompanied or unaccompanied);
4. Procedures for the handling of cargo and the delivery of vessel stores;
5. Monitoring Alabama State Port Authority regulated restricted areas to ensure that only authorized persons have access;
6. Monitoring the Alabama State Port Authority regulated restricted facility and areas adjacent to the pier; and
7. The ready availability of security communications, information, and equipment.

VII. Contractor shall be solely responsible for protecting the FSA, FSA Report, and FSP from unauthorized access or disclosure.

Alabama State Port Authority

Facility Security Assessment & Security Plan Revision, Request for Proposal, Project# 10667

Mandatory Requirements for the FSP (to be reviewed and edited as necessary based on findings of the FSA):

- I. Must be written in English;
- II. Must provide amendments or propose new provisions to address each vulnerability identified in the Facility Security Assessment (FSA);
- III. Must describe security measures for each MARSEC Level; and
- IV. Any new proposed amendments or provisions should cover all Alabama State Port Authority regulated restricted facilities that share similarities in design and operations.

Contents of the FSP: Supplier will review and edit only those sections necessary based on findings from the FSA, and add an additional section on seafarers' access. Sections to be reviewed are as follows:

- I. Security administration and organization of the facility;
- II. Personnel training;
- III. Drills and exercises;
- IV. Records and documentation;
- V. Response procedures to change in MARSEC Level;
- VI. Procedures for interfacing with vessels;
- VII. Declaration of Security (DoS);
- VIII. Communications;
- IX. Security systems and equipment maintenance;
- X. Security measures for access control, including designated public access areas;
- XI. Security measures for restricted areas;
- XII. Security measures for handling cargo;
- XIII. Security measures for delivery of vessel stores and bunkers;
- XIV. Security measures for monitoring;
- XV. Security incident procedures;
- XVI. Audits and security plan amendments;
- XVII. System for seafarers' access;
- XVIII. Facility Security Assessment (FSA) report; and
- XIX. Facility Vulnerability and Security Measures Summary (Form CG– 6025) in appendix A to part 105–Facility Vulnerability and Security Measures Summary (CG–6025).

The Facility Vulnerability and Security Measures Summary (Form CG–6025) must be completed using information in the FSA concerning identified vulnerabilities and information in the FSP concerning security measures in mitigation of these vulnerabilities.

Alabama State Port Authority

Facility Security Assessment & Security Plan Revision, Request for Proposal, Project# 10667

Project Schedule

ASPA expects the RFP process, including award and delivery, to follow the schedule below. The dates identified are subject to change. We plan to have an on-site tour of the facilities to familiarize the proposer with the regulated terminals. This site visit is Not Mandatory. If the schedule changes, the schedule will be updated accordingly and posted at www.asdd.com

Description	Date
1. RFP Issue Date	June 28, 2019
2. Site Visit	July 1-10, 2019
3. Deadline to Submit Questions	July 12, 2019
4. ASPA Response to Questions	July 16, 2019
5. Proposals Due	July 18, 2019
6. Contract Negotiation and Award	August 1, 2019
7. Submission of FSA/FSP to the CG	November 1, 2019

Instructions to Proposers

Proposals must be clearly marked as **“Facility Security Assessment & Security Plan Revision, Request for Proposal, Project# 10667, RFP Response Enclosed”**. Proposals must be received by 10:00 am, CDT on the submission deadline shown above. Proposals shall be submitted in a sealed envelope (with five copies and, additionally, a CD or flash drive with a Microsoft Word file) via mail, courier, or hand delivered to the Alabama State Port Authority, 250 North Water Street, Suite 300, Mobile, Alabama, 36602, and addressed to Capt. Terry Gilbreath, Harbormaster. All sealed envelopes will be opened following the submission deadline. The Alabama State Port Authority will not accept electronic submittals. Responsibility for timely submittal of proposal lies solely with the Proposer. Proposals received after the closing time specified will not be considered and will be returned unopened to the Proposer. ASPA reserves the right to reject any or all proposals. The ASPA reserves the right to negotiate with successful proposer and to waive informalities and minor irregularities in proposal received, and to accept any portion of the proposal if deemed in the best interest of ASPA.

No delivery shall become due or be accepted unless a purchase order shall first have been issued by ASPA. All reports, surveys, tables, charts, diagrams, design work, product recordings and other data (including electronic audio and video) or documentation prepared or compiled by Proposer in connection with the performance of its obligations under the contract, shall be marked “Confidential – Security Sensitive Information” and shall be the sole and exclusive property of ASPA. Proposer shall retain in its files sufficiently detailed working papers relevant to its engagement with ASPA. Proposer further agrees that its working papers will be held with the strictest confidence and will not be disclosed or otherwise made available to outside sources, except as required by law, without the written consent of ASPA.

Proposer must agree to keep confidential any and all information concerning the plans, operations or activities of ASPA, which may be divulged by ASPA or ascertained by Proposer in the course of performing

Alabama State Port Authority

Facility Security Assessment & Security Plan Revision, Request for Proposal, Project# 10667

services under any contract with ASPA. In the event Proposer is required to disclose confidential information pursuant to a subpoena, order of a court, or other legal process, proposer shall, upon notice of such required disclosure and prior to disclosure, immediately notify ASPA, in writing of the disclosure request and allow ASPA the opportunity to inspect the information subject to disclosure. Successful proposer shall exhaust all legal means to prevent disclosure. **The successful proposer shall be required to execute a Non-Disclosure Agreement with the ASPA (Appendix D).**

Additionally, the successful proposer must satisfy the requirements of the Beason-Hammon Act, which requires that the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for damages resulting therefrom.

Also, as a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or a state-funded entity to a business entity or employer that employs one or more employees within the State of Alabama, the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program.

No work shall commence nor shall any invoices be paid until the supplier provides the requested proof of insurance as outlined in the '**Attachment B: Insurance Requirement for Contract Work**' document attached and until such proof is accepted by ASPA. If you have questions concerning the insurance requirements, please contact Kevin Malpas, ASPA Risk Manager, at 251-441-7118, or kmalpas@asdd.com.

Proposal Evaluation Criteria (Subject to modification, if necessary)

Criteria	DESCRIPTION	WEIGHT
Cost	Cost for completion of FSA, Cost of completion of FSP. Cost for travel expenses. Itemize all of proposed expenses	25 points
Supplier Qualifications / Credentials	Experience of Project Manager and Team conducting FSA and writing FSP. Number of years the staff has been assigned to similar scope of services. Level of education, training, licensing. Certification of staff.	25 points
Firm's Relevant experience/Capability to perform	Experience in performing similar services for organization of similar size to the ASPA. Is the plan revision friendly for the ASPA users and security team? Availability of staff to complete work within deadlines.	10 points
	Maximum Total Points	60

Alabama State Port Authority

Facility Security Assessment & Security Plan Revision, Request for Proposal, Project# 10667

Selection Process

The proposal selection process includes evaluation, rating, and ranking of the proposals by ASPA staff. Once a final selection is made, a recommendation is submitted to the Director and CEO of ASPA for authorization to negotiate a contract. The award will be posted to the www.asdd.com web site per the project schedule.

Proposal Submittal Requirements

Please include the following specified deliverables in your proposal, according to the following:

Introduction and Corporate Overview

- A. Company Name
- B. Years in business
- C. Type of organization, i.e. corporation, partnership, etc. Ownership (names, nature of participation)
- D. Number of employees on staff by region
- E. Number of employees with maritime regulated facility or US Coast Guard Regulatory / Statutory experience
- F. Number of customers / clients
- G. Statement that the Proposer is fully qualified to provide the requested services
- H. Statement regarding bankruptcy petitions/judgments
- I. Most recent audited financial statement
- J. Describe any pending, contemplated, or on-going administrative or judicial proceedings material to proposer's business.

SSI Requirements

The FSA and FSP are both Sensitive Security Information (SSI) and shall be protected in accordance with 49 CFR part 1520. Successful Proposer shall submit all Deliverables in electronic format in PDF and WORD 2016 on a Compact Disc or USB Flash Drive, along with one (1) hard copy, to be hand carried to Captain Terry Gilbreath, Facility Security Officer, Alabama State Port Authority, 1400 ASD Blvd, Mobile, Ala. Successful proposer shall define for ASPA all procedures and steps it will take to prevent its unauthorized or unintentional deletion, destruction, duplication, distribution or amendment.

Scope of Work Summary

The proposal must include a work plan that identifies necessary resources and tasks. The work plan should include the following:

- A. Project scope
- B. Project schedule
- C. List of key activities
- D. Deliverables and dates (based from project kickoff)

Alabama State Port Authority

Facility Security Assessment & Security Plan Revision, Request for Proposal, Project# 10667

Pricing

Cost of Service broken down by the cost of conducting/writing the FSA and the cost of the completion of the revised FSP. Breakdown of all other Expenses not included in the Cost of Service

Project Assumptions

Suppliers can make the following assumptions when responding to the proposal:

ASPA will provide a project manager

ASPA will provide technical support or records

References

Three (3) client references with current verified contact information

References are to include company name, contact, phone, services utilized, and email address

Client references must be current users and have used your services for at least two years

Alabama State Port Authority

Facility Security Assessment & Security Plan Revision, Request for Proposal, Project# 10667

APPENDIX A



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

☐

Contract

☐

Proposal

☐

Request for Proposal

☐

Invitation to Bid

☐

Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐

Yes

☐

No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
-------------------------	------------------------	-----------------

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐

Yes

☐

No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
-------------------------	--------------------	-----------------

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
----------------------------------	---------	-------------------------

OVER

Alabama State Port Authority

Facility Security Assessment & Security Plan Revision, Request for Proposal, Project# 10667

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature

Date

Notary's Signature

Date

Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

Alabama State Port Authority

Facility Security Assessment & Security Plan Revision, Request for Proposal, Project# 10667

APPENDIX B – INSURANCE REQUIREMENTS

ALABAMA STATE PORT AUTHORITY **INSURANCE REQUIREMENTS FOR CONTRACT WORK**

INDEMNIFICATION

The Contractor shall assume all liability for and shall indemnify and save harmless the State of Alabama and the Alabama State Port Authority, doing business as Alabama State Docks (ASD), and its officers and employees from all damages and liability for injury to any person or persons, and injury to or destruction of property, including the loss of use thereof, by reason of an accident or occurrence arising from operations under the contract, whether such operations are performed by himself or by any subcontractor or by anyone directly or indirectly employed by either of them occurring on or about the premises, or the ways and means adjacent during the term of the contract, or any extension thereof, and shall also assume the liability for injury and/or damages to adjacent or neighboring property by reason of work done under the contract

INSURANCE REQUIREMENTS

The Contractor shall not commence work under the contract until he has obtained all insurance required under the following paragraphs and until such insurance has been approved by ASD, nor shall the Contractor allow any subcontractor to commence work until all similar applicable insurance has been obtained by the subcontractor or the Contractor has provided coverage for the subcontractor. The Contractor shall provide, at his expense, insurance in accordance with the following:

General Requirements (applicable to all policies)(REQUIRED FOR THIS PROJECT)

All policies of insurance must be written with companies acceptable to ASD. The Contractor shall furnish to ASD certificates of insurance, signed by the licensed agent evidencing required coverages. ASD reserves the right to require certified copies of any and all policies. Each policy of insurance shall provide, either in body of the policy or by endorsement, that such policy cannot be substantially altered or cancelled without thirty (30) days' written notice to ASD and to the insured. Except for Workers Compensation, said policies will identify Alabama State Port Authority, its officers, officials, agents, servants and employees as primary and non-contributory additional insured in connection with work performed for, on behalf of, or on the property of ASD, including a waiver of all rights of subrogation.

Commercial General Liability (REQUIRED FOR THIS PROJECT)

The Contractor shall take out and maintain during the life of the contract Commercial General Liability insurance, including Blanket Contractual and Completed Operations coverages, in an amount not less than \$2,000,000 for any one occurrence for bodily injury, including death, and property damage liability.

Automobile Liability (REQUIRED FOR THIS PROJECT)

The Contractor shall take out and maintain during the life of the contract Business Automobile Liability insurance covering any auto in an amount not less than \$1,000,000 for any one occurrence for bodily injury, including death, and property damage liability.

Workers Compensation (REQUIRED FOR THIS PROJECT)

The Contractor shall take out and maintain during the life of the contract Workers Compensation and Employers Liability insurance providing coverage under the Alabama Workers Compensation Act in an amount not less than that required by Alabama law.

Where applicable, Contractor shall take out and maintain during the life of the contract insurance providing coverage as required by Federal statute, including but not limited to U.S. Longshoremen and Harborworkers' Compensation Act (USL&H), Jones Act, and Railroad Federal Employers Liability Act (FELA).

Alabama State Port Authority

Facility Security Assessment & Security Plan Revision, Request for Proposal, Project# 10667

APPENDIX C – BEASON HAMMON

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 the 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 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 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, 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

Alabama State Port Authority

Facility Security Assessment & Security Plan Revision, Request for Proposal, Project# 10667

APPENDIX D: ALABAMA STATE PORT AUTHORITY
Non-disclosure Agreement for Access to Sensitive Security Information

Conditional Access to Sensitive Security Information

I, _____, as an officer or employee of _____ hereby consent to the terms and conditions of this Non-Disclosure Agreement (hereafter, Agreement) in consideration of my being granted conditional access to certain documents or other material containing sensitive security information ("SSI").

I understand and agree to the following terms and conditions:

1. By being granted conditional access to SSI, the Alabama State Port Authority has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement and all applicable laws.
2. As used in this Agreement, SSI is that information defined in 49 CFR Part 1520 but also includes any information not specifically mentioned in Part 1520, but marked as "sensitive security information" or "SSI".
3. Based on the Alabama State Port Authority's (hereafter ASPA) determination that I have a security-related need to know, I am granted conditional access to SSI contingent upon my execution of this Agreement.
4. I will never divulge any SSI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by ASPA that the proposed recipient is authorized to receive it. I will submit ASPA for security review, prior to any publication or submission for publication – whether in print, oral or electronic form – any book, article, speech, report, or other work that is based on any knowledge I obtained pursuant to this Agreement. This security review is intended to allow ASPA to ensure that SSI is not disclosed.
5. If I become aware, or have reason to believe, that any SSI may have been released to any unauthorized person, I will immediately notify the ASPA Facility Security Officer by telephone at 251-441-7237 or by email to fso@asdd.com.
6. I understand that the unauthorized disclosure of SSI could compromise the safety and security of persons in transportation.
7. If I violate the terms or conditions of this Agreement, such violation may result in the cancellation of my conditional access to SSI. This may serve as a basis for denying me conditional access to other United States Government information, both classified and sensitive, in the future. If I violate the terms or conditions of this Agreement, the United States may institute a civil penalty against me pursuant to 49 U.S.C. 46301 and 49 CFR Part 1520 or take other enforcement or corrective action.
8. Unless and until I am provided a written release by ASPA from this Agreement or any portion of it, all conditions and obligations contained in this Agreement shall apply both during my period of conditional access and at all times thereafter.
9. Each provision of this Agreement is severable. If any administrative or judicial tribunal should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.
10. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including but not limited to application for a court order prohibiting disclosure of

Alabama State Port Authority

Facility Security Assessment & Security Plan Revision, Request for Proposal, Project# 10667

information in breach of this Agreement, imposition of civil penalties, and any other enforcement or corrective action.

11. By granting me conditional access to information in this context, ASPA and the United State Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or judicial proceeding to protect any SSI to which I have been given conditional access under the terms of this Agreement.
12. My execution of this Agreement shall not nullify or affect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.

I make this Agreement in good faith, without mental reservation or purpose of evasion.

Date _____ Signature _____

Name _____

Title _____

Company Name _____

Last four of SS# _____

Phone Number / Email _____

ATTEST

By: _____

As Its: _____

State of)

County of)

I, the undersigned Notary Public, in and for said county, and in said state, hereby certify that _____ and _____, who signed the foregoing instrument and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument they as such officers and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this ____ day of _____, 2012

Notary Public

My Commission expires _____