

REQUISITION & PROPOSAL

ALABAMA STATE PORT AUTHORITY
MCDUFFIE COAL TERMINAL DEPARTMENT

DATE: 1/12/2022
ORIGINATING DEPT NO. UPON REQUEST

TO: Prospective Vendors
Please **procure** the following and **DELIVER TO**:

ALABAMA STATE PORT AUTHORITY
MCDUFFIE COAL TERMINAL OFFICE
1901 EZRA TRICE BLVD
MOBILE, AL 36603

NAMES OF ARTICLES, SPECIFICATIONS AND PURPOSE

THE ASPA OFFERS THE FOLLOWING ITEMS FOR SALE

Various scrap items: MIXED STEEL/ METALS, PLATE, WIRE ROPE CABLE, and ETC.

Awarded bidder will supply the necessary trucks, labor, equipment, insurance and incidentals to seize and remove material from premises. **Bidder will also be responsible for clean-up of excess debris (lumber, trash etc.).** ASPA will provide trash dumpsters for all non-scrap metal items.

Before loading, trucks or dumpsters are to obtain a light weight at the ASPA Truck Control. Trucks and dumpsters hauling ASPA scrap will be weighed at no charge. Each loaded truck or dumpster leaving ASPA property will be issued a two-part dray receipt by the ASPA; one copy for driver, the other to be turned in to ASPA Truck Control. When leaving ASPA property trucks will immediately proceed to ASPA Truck Control to be weighed. **Truck Control weight tickets will be the basis for payment. NO EXCEPTIONS**

FAILURE TO OBTAIN LIGHT OR HEAVY WEIGHT TICKETS WILL BE A \$2,000 PENALTY.

There will be an optional pre bid meeting at 10:00am on January 5, 2022 at the McDuffie Coal Terminal Conference Room. In order to view the current scrap you must attend this meeting. No other appointments will be made. **ALL PROSPECTIVE BIDDERS ARE URGED TO VIEW THE SCRAP PRIOR TO BIDDING.**

CONTRACT PERIOD: ESTABLISH A 12 MONTH AGREEMENT WITH AN OPTION TO ISSUE A SECOND, THIRD, FOURTH, AND FIFTH 12 MONTH AGREEMENT WITH THE SAME PRICING, TERMS AND CONDITIONS. THE SECOND, THIRD, FOURTH, OR FIFTH AGREEMENT, IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE FIRST, SECOND, THIRD, OR FOURTH AGREEMENT EXPIRES. ANY SUCCESSIVE AGREEMENT MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR.

This contract can be utilized by other ASPA facilities including but not limited to Pinto, TRR & Middle Bay.

IMPORTANT!!!

ALL PROSPECTIVE BIDDERS MUST FILL OUT AND PRESENT THE INDEMINIFICATION AGREEMENT (LAST PAGE OF THIS DOCUMENT) BEFORE ENTERING ASPA PROPERTY. YOU WILL NOT BE ADMITTED TO THE PROPERTY WITHOUT IT.

ALL CURRENT SCRAP AND DEBRIS MUST BE REMOVED BY 3:00 PM MAY 31ST, 2022.

CONSIDERING ALL FACTORS, PLEASE ENTER THE PRICE YOU ARE PREPARED TO PAY AS FOLLOWS:

LOT	PRICE	DESCRIPTION
1	\$	PER GROSS TON FOR ALL MIXED SCRAP ITEMS

Company Name: _____ Authorized Signature: _____

The Alabama State Port Authority reserves the right to reject any and all bids.

Pre Bid Meeting is 1/5/2022 at 10am. in the McDuffie Conference Room

Bid Opening is 1/12/2022 at 10am. in the McDuffie Conference Room

Bids must be labeled: McDuffie Scrap Sale 1/12/2022

McDuffie Scrap Sale

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Bidders **MUST** furnish three references to evidence good practice of removal and payment for scrap **when submitting their bid.**

PRICING:

- The price you bid per gross ton (2240 pounds) or per pound shall include all loading, hauling and equipment cost.
- There shall be no fuel charges, service fees, vehicle fees, environment fees, miscellaneous fees, or deductions imposed.
- The price you bid includes all clean-up of excess debris (lumber, trash etc.).
- No extra fees will be paid by ASPA unless agreed to ahead of time.

IF ASPA HAS TO FURNISH A TWIC ESCORT THERE WILL BE A FEE OF \$100 AN HOUR.

No work will commence without specific prior consent from the ASPA.

ALL CURRENT SCRAP AND DEBRIS MUST BE REMOVED BY 3:00 PM MAY 31ST, 2022.

ADDITIONAL SCRAP MATERIALS MAY BE ADDED TO THE CURRENT LOCATIONS.

A cash deposit, certified check, wire transfer or irrevocable letter of credit in the amount of \$20,000.00 will be required within 10 days of receiving the Notice of Award. **NO COMPANY OR PERSONAL CHECKS**

AFTER ALL SCRAP AND DEBRIS IS REMOVED AT EACH LOCATION YOU MUST CONTACT SCOTT MCAFFEE AT 251-422-1801 OR scott.mcafee@alports.com TO COME INSPECT EACH SITE TO APPROVE ALL SCRAP & DEBRIS HAS BEEN REMOVED. IF APPROVED YOU WILL RECEIVE A SIGNED LETTER STATING THAT ALL SCRAP & DEBRIS HAS BEEN REMOVED FROM THAT SPECIFIC LOCATION.

STATEMENT:

After all scrap is removed you must send a Statement with the **TOTAL WEIGHT** and **PRICE** you owe ASPA for the scrap you removed along with a **COPY OF ALL WEIGHT TICKETS** and a **COPY OF THE SIGNED LETTER APPROVING ALL SCRAP AND DEBRIS HAS BEEN REMOVED.** This Statement along with the other items listed must be sent to dillon.sims@alports.com no later than 6/15/2022 at 10am. **FAILURE TO PROVIDE THESE ITEMS LISTED ABOVE MAY RESULT IN THE LOSS OF DEPOSIT AND THE ABILITY TO PROVIDE PRODUCTS OR SERVICES TO ASPA IN THE FUTURE.**

PAYMENT FOR CURRENT SCRAP ITEMS MUST BE RECEIVED BY 6/30/2022 AT 10AM.

Company Name: _____

Authorized Signature: _____ Print Name: _____

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Account References

Please list at least five (3) business references for which you have performed the same or similar services. Current valid daytime telephone numbers and specific contact persons must be included with bid submittals. Note: Failure of bidder to provide references with current contact persons and valid phone numbers may cause the bid to be considered to be non-responsive, and may be grounds for rejection of by ASPA.

1. Name of Company: _____

Contact Name: _____

Address: _____

Telephone: _____

2. Name of Company: _____

Contact Name: _____

Address: _____

Telephone: _____

3. Name of Company: _____

Contact Name: _____

Address: _____

Telephone: _____

Telephone: _____

Bidder's Company Name: _____

Authorized Signature: _____ Print Name: _____

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Bid opening will be January 12, 2022 @ 10:00 a.m. in the McDuffie Terminal Conference Room. NO BIDS WILL BE ACCEPTED AFTER THIS TIME.

PLEASE SEE ATTACHED INDEMNIFICATION SHEET & DISCLOSURE STATEMENT

Company

Address

Representative

Phone Number

Email

ALL BIDS MUST BE NOTARIZED

Upon my Award of Bid, I affirm the stipulated bid price will be paid within _____ days from receipt of written notification by the authority:

I hereby certify that I have not been a party to any agreement or collusion among bidders, prospective bidders or employees of the State of Alabama and the Alabama State Port Authority in restraint of Freedom of Competition, by agreement to bid at a fixed price or to refrain bidding, or otherwise.

Sworn To and Subscribe before me on this,

Bidder's Signature: _____

The _____ Day of _____, 20 ____

Bidder's Name (Print): _____

Notary Public

Print Name

My commission expires: _____

THIS PAGE MUST BE NOTARIZED

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

INDEMNIFICATION

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

INSURANCE REQUIREMENTS

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

General Requirements (applicable to all policies) (Required for this project)

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

General Liability (Required for this project)

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

Automobile Liability (Required for this project)

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

Workers Compensation (Alabama workers compensation required for project)

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

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

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Please use this as a **guide only** for proper delivery.

Sender Name & Address

Alabama State Port Authority
McDuffie Coal Terminal
Postal Address for US Mail
Physical Address for Courier Service

Sealed Bid: (Description)
Bid Opening Date:

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Please return one copy of this bid, duly signed, by **10:00 a.m., January 12, 2022.**

When all bids are publicly opened, UNIT PRICES AND EXTENSIONS shall be entered opposite each item above on which you are prepared to bid for delivery **FREE OF CHARGE TO - McDuffie Coal Terminal (FOB) ALABAMA STATE DOCKS**

No consideration will be given bids unless on this form or a written attachment.

If not prepared to submit a bid, please state over the firm signature and return so that it may be known it was brought to your attention; otherwise your name may be dropped from the list of prospective vendors.

The right is reserved to reject any and all bids deemed for the interest of the Alabama State Port Authority, to strike out any item or items in the bids, and to waive any defect or irregularly not a violation of law or to make any modification in the several conditions herein stipulated that are deemed to be in the best interest of the Alabama State Port Authority, including the separation of items of a class in making awards. In general, awards will be made to the lowest satisfactory vendor.

No Allowance will be made for errors, either of omission or commission, on the part of the vendors. It must be assumed that vendors have fully informed themselves as to all conditions, requirements, and specifications before submitting bids and they cannot expect to be excused or relieved from the responsibility assumed by their bids on the plea of error. In case of error in extension of prices the unit price will govern.

The Port Authority reserves the right to refuse to issue a bid form or a contract to a prospective vendor for any of the following reasons:

- a) Failure to pay, or satisfactorily settle, all bills due for labor and materials on a former contract in force with the Port Authority.
- b) Contractor default under a previous Contract with the Port Authority.
- c) Bid withdrawal or Bid Bond forfeiture on a previous project with the Port Authority.
- d) Unsatisfactory work on a previous contract with the Port Authority.

Port Authority may make such investigations as deemed necessary to determine the ability of the vendor to perform the work, and the vendor shall furnish all such information and data for this purpose as the Port Authority may request. The Port Authority reserves the right to reject any bid if the evidence submitted by, or investigation of, such vendor fails to satisfy the Port Authority that such vendor is properly qualified to carry out the obligations of the Contract.

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All construction vehicles, employees, and supplier delivery trucks working on this project will be required to obtain port access credentials. This will consist of vehicle decals and personnel identification badges (Transportation Worker Identification Credentials and ASPA Identification Badge). Supplier delivery trucks are not required to have the vehicle decal but the driver and passengers are required to have TWIC and the ASPA Identification Badge.

The vehicle decal cost is \$25.00. In order to obtain the ASPA Identification Badge, the person must have in possession a TWIC card and will also be required to attend a 1-hour security awareness training class. The non-refundable fee for ASPA Identification badge is \$25.00 to cover the costs of the background check, training, and processing. The procedure and cost for obtaining TWIC are separate and information can be obtained at www.tsa.gov/twic.

ALABAMA STATE PORT AUTHORITY ACCESS POLICY

IMPORTANT NOTICE TO VENDORS REGARDING ACCESS TO ASPA RESTRICTED FACILITIES:

Successful vendors requiring access to the Alabama State Port Authority's Restricted Facilities to fulfill any obligations set forth in this bid must comply fully with the Authority's Access Policy found in its entirety at http://www.asdd.com/portaccess_policy.html. The Port Authority's Access Policy requires all persons permanently employed at the port, including ASPA staff, tenants and their employees, surveyors, agents, stevedores, longshoremen, chaplains, contract labor and persons requesting temporary access to the port, including delivery persons, vendors, contractors, and temporary workers must obtain and display an ASPA issued photo ID badge or visitor badge at all times when accessing or working on port property. In order to obtain an ASPA credential, applicants must also obtain a Transportation Worker Identification Credential (TWIC) and undergo mandatory Security Awareness Training. Information on the TWIC can be found at http://www.asdd.com/portaccess_twicregs.html

Information on Security Awareness Training classes and scheduling can be found at http://www.asdd.com/portaccess_securitytraining.html

ALL PROSPECTIVE VENDORS ARE ENCOURAGED TO REVIEW THESE POLICIES AND CONSIDER THESE REQUIREMENTS IN PREPARING BID SUBMISSIONS.

INSTRUCTIONS FOR VENDORS

ALABAMA STATE PORT AUTHORITY

This instruction sheet is provided as a guide to facilitate the bid process and highlight important points for consideration by vendors. Each vendor is responsible for fully reading and complying with the instructions on the Alabama State Port Authority bid form. **This instruction sheet is to be used as a guide only.**

1. No consideration will be given to bids unless presented on the Alabama State Port Authority "Requisition & Proposal" Form with suitable attachments as deemed necessary by the vendor. Alternate bid proposals may be rendered, with proper support.
2. If your company is not prepared to submit a bid, so state and sign to avoid being deleted from the prospective vendor's list.
3. The Alabama State Port Authority reserves the right to reject any and all bids if deemed in the Alabama State Port Authorities' interest.
4. No allowance will be made for error, either omission or commission.
5. Unit price governs in errors relating to extension of prices.
6. **Bids will not be accepted via FAX or EMAIL. All bids must be sealed and sent via mail or hand delivered to the McDuffie Coal Terminal Office before the specified date and time.**
7. The Alabama State Port Authority accepts no responsibility for facilitating the receipt of bids.
8. All bids must be notarized.
9. Bids received after specified opening time will be returned to the vendor unopened. Vendors are requested to show a return address on the bid envelope.
10. Bids must be filled out completely, including the name, address, telephone number, fax number (if possible) and signature of responsible person.
11. **Questions may be directed to the Alabama State Port Authority McDuffie Coal Terminal, Dillon Sims, at (251) 441-7676.**
12. **All hand delivered bids** must be tendered to Alabama State Port Authority, McDuffie Coal Terminal Office 1901 Ezra Trice Blvd., Mobile AL 36602, at or before specified time.
13. **All regular U.S. Postal Mail** must be tendered to:
ASPA - McDuffie Coal Terminal
ATTN: Dillon Sims
P.O. Box 1588
Mobile, AL 36633-1588
NOTE: THIS METHOD MUST BE MAILED AT LEAST A WEEK BEFORE THE OPENING. PLEASE IDENTIFY YOUR BID PACKAGE!!
14. **All courier / overnight deliveries** (UPS, FEDEX, etc.) must be delivered to:
ASPA - McDuffie Coal Terminal
ATTN: Dillon Sims
1901 Ezra Trice Blvd.
Mobile, AL 36603
RECOMMENDED METHOD
PLEASE IDENTIFY YOUR BID PACKAGE!!
15. Note: all overnight bids must be FIRST PRIORITY OVERNIGHT. (8:30 A.M. NEXT MORNING)
16. Notarization not required on "SALE" bids.
17. Please specify the purchase order number (when available) on envelope.

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INDEMNIFICATION AGREEMENT

_____ does hereby assume all liability for and shall indemnify and hold harmless the State of Alabama and the Alabama State Port Authority and its officers and employees from all damages and liability for injury to any persons and injury to or destruction of property, by reason of any accident or occurrence arising during, or resulting from the on-site survey/visit during the Pre Bid Meeting held on January 5th at the McDuffie Coal Terminal for the bid opening held on January 12, 2022 and subsequent removal upon award.

By: _____
(Its Authorized Representative)

Date: _____

Receipt Acknowledged by: _____
(Alabama State Port Authority Representative)

McDuffie Scrap Sale