

REQUISITION & PROPOSAL

ALABAMA STATE PORT AUTHORITY
MCDUFFIE COAL TERMINAL DEPARTMENT

DATE: 1/13/2022
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

ON CALL ELECTRICAL SERVICE AGREEMENT

The purpose of this solicitation is to request proposals from qualified Electrical Contractors, holding a current license from the State Licensing Board of Alabama for General Contractors, with classification being "Electrical Work". This Service Contract will be for providing labor, tools, and equipment (all adequately insured) on an hourly basis as necessary to assist Alabama State Port Authority (ASPA) personnel with electrical repair and replacement projects when authorized and at the discretion of the Authority's management. This service contract shall be effective for one year beginning February 1, 2022 through January 31, 2023, with an option for possible yearly renewal, but not-to-exceed four (4) renewals allowing for inflation of the Agreement's current rates based upon the Consumer Price Index for inflationary increases not to exceed 2.5% at the ASPA State Port Authority facilities.

Only proposals from licensed contractors with top quality, skilled workmen, a wide variety of dependable equipment in good working order, and a prior acceptable work experience at the Alabama State Port Authority (ASPA) Bulk Division, the General Cargo & Intermodal Division, and Pinto Terminal will be accepted and reviewed. However, the Authority reserves the right to waive this various plant work experience requirement if, in the opinion of the Vice President of Engineering Services, the bidding contractor can provide evidence of similar acceptable experience of equal quality, workmanship, equipment and personnel availability at a comparable work site on a demand basis. The work sites to be service by this Contract are located at the Alabama State Port Authority Main Docks Area Complex, Blakely Terminal, Pinto Facility, McDuffie Terminal, Mobile Middle Bay Port, Marine Liquid Bulk Terminal, Terminal Railway, etc. in Mobile and Theodore, Alabama.

All working personnel are required to have received a safety orientation course as per OSHA 1926.21 Standard and are to have in their possession a current certification card complete with photo and date. Compliance with the National Electrical Safety Code NFPA 70E is required. In addition, the successful Contractor will be required to meet with the Port's Safety Director to familiarize itself with and conform to all Port safety requirements and procedures.

The Alabama State Port Authority is a full time operating facility requiring On Call Electrical Service coverage twenty-four hours a day, three hundred sixty-five days a year, including nights, weekends and holidays. The contractor will be responsible for providing competent, skilled craftsmen and all necessary equipment that will be selected by the Authority's designated ASPA contact person(s) to periodically assist plant maintenance crews with major and/or specialized work tasks to complete repairs and replacements, and to assist plant maintenance crews. Contractor may be required to cover all above mentioned times.

2 Hour On Site Response Time by Qualified Personnel and Shop located within 35 miles of the Main Docks are required to allow for emergency repairs. **Provide detailed documentation in Bid Package.**

Bid Opening is 1/13/2022 at 10am. in the McDuffie Conference Room

Bids must be labeled: On Call Electrical Service Contract - 1/13/2022

Company Name: _____ Authorized Signature: _____

On Call Electrical Service Agreement

REQUISITION & PROPOSAL

ALABAMA STATE PORT AUTHORITY
MCDUFFIE COAL TERMINAL DEPARTMENT

DATE: 1/13/2022
ORIGINATING DEPT NO.

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

Work is periodic and will be initiated on an "as-needed" basis with issuance of an individual project contract number and total not-to-exceed cost value.

No work task shall commence without prior authorization; scheduled routine work will require written authorization prior to commencement; unscheduled emergency work can proceed with verbal authorization followed by an E-mail or written backup within 24 hours. Each work assignment will be initiated on an "as-needed" basis with issuance of an individual project contract number and an estimated not-to-exceed total installed cost estimate. All overtime work will require written approval before work is initiated.

Compensation for labor and equipment use time will be made at proposal rates based on time sheets recorded and approved daily with signature by the authorizing ASPA contact personnel. Craft skill and supervisory manpower loading and equipment selection shall be based on job requirements. The normal work day hours will be the standard for the Contractor but, will be adjusted as necessary for pre-scheduled projects in order to avoid any overtime charges prior to accumulation of a 40 hour work week. Overtime for routine scheduled projects will require written prior approval by ASPA contact person.

Materials for all jobs may be provided by the ASPA. Under normal circumstances, a list of all materials required to complete a project will be given by the Contractor to the ASPA contact person, who will approve and process the necessary purchase orders. Any materials required to overcome a time sensitive situation shall be provided by the Contractor with prior approval of ASPA contact person. The maximum allowable Contract markup on invoice costs of contractor reimbursable materials shall not exceed five (5%) percent with the markup applicable to only the material cost portion and not the sales taxes or delivery charges. In addition, Contractor furnished material will be reimbursed based upon the actual quantities used.

Contractor furnished material costs are not-to-exceed \$5000.00 on any single project under any circumstance.

Storage of materials shall be in a secure area approved by ASPA contact person.

A list of the potential equipment to be provided by the Contractor is indicated in this "Requisition for Proposal".

The proposed unit prices for all crafts and equipment shall include cost for insurance, office overhead, project management, incidentals, **crew truck**, equipment refueling and maintenance costs, and small hand tools (example: dikes, wire strippers, screwdrivers, wrenches, electrical meters, and any other tools under an initial purchase cost of \$500.00.) Incidental items such as portable toilets, hand cleaner, rags, batteries, extension cords, helmets, safety glasses, water cups, barricade tape, etc. are to be included in cost of craft's hourly rate and not billed separately to the job. The cost of consumables such as welding rods, oxygen, acetylene, etc. shall be billed based on usage.

On Call Electrical Service Agreement

REQUISITION & PROPOSAL

ALABAMA STATE PORT AUTHORITY
MCDUFFIE COAL TERMINAL DEPARTMENT

DATE: 1/13/2022
ORIGINATING DEPT NO.

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

Proposed labor rates shall remain fixed with no allowances for any escalation due to change in craft wage agreement or any other cost increases except as indicated for Inflation in the first paragraph of this document. Labor rates quoted shall be for personnel classified on the Journeyman or First Class level except where any Apprentice rate is requested. Contractors utilizing the multi-craft concept will be required to identify for each worker a first class specialty craft with all other craftwork being of apprentice level. No General Foreman charges will be permissible unless the crew size exceeds six (6) men per facility. If more than one General Foreman is needed per facility it must be approved by ASPA management. No labor allowance will be made for travel to and from the job site; or off site shop labor.

The average rates charged for Crafts in the "Schedule of Services" shall reflect the cost neutral actual level of craft classification provided for each work task in accordance with the craft classification rates.

Equipment Standby Rates will not be charged and Extended Usage Adjustments will no longer be applicable.

There will be a McDuffie management / contractor performance review held on a monthly basis. Meeting frequency is subject to change as mutually agreed.

Proposed rates for equipment shall be fixed with no escalation for third party equipment due to unavailability. Any third party equipment rentals not covered in the Schedule of Services must be pre-approved by the ASPA Contact Person. The maximum allowable Contractor mark-up for rental equipment shall not exceed 5% and shall be applied to the cost of the equipment only, excluding the rental tax, sales tax, fuel charges or delivery charge portion of the invoice. **Third party rentals with an anticipated cost exceeding \$3000.00 are prohibited under the terms of this contract unless approved in advance in written form.**

Contractor shall submit a List of their available equipment and the number of personnel by craft and skill level, identifying existing full time permanent personnel verses new hires, available for the proposed work. Permanent personnel are defined as those who have been employed by the Contractor for more than 1 year.

Contractor shall also submit with the Proposal, a Schedule of Rates for all crafts and equipment with operating fuels available through their company. Schedule shall include: regular rate, overtime rate, and a list of official holidays.

Subcontracting services (such as fabricating electrical panels/enclosures, sheet metal and machine shop work) are permissible only with the written approval of ASPA Contact Person. The maximum allowable contract markup on invoice cost of subcontract services shall not exceed eight (8%) percent. Each subcontractor service **shall not exceed a value of \$5,000.00**. Subcontracting of labor and/or equipment is prohibited.

On Call Electrical Service Agreement

REQUISITION & PROPOSAL

ALABAMA STATE PORT AUTHORITY
MCDUFFIE COAL TERMINAL DEPARTMENT

DATE: 1/13/2022
ORIGINATING DEPT NO.

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 work performed under this contract shall not commence until the Contractor has submitted acceptable Certificates of Insurance as per the attached minimum insurance requirements for this Contract and countersigned by a licensed resident agent in the State of Alabama. The Contractor will be authorized to perform the work under the Contract after receipt of a "Notice to Proceed".

For Purposes of Bid evaluation only, an estimated quantitative scope of manpower and equipment for a yearly period is projected below. A prime factor in the analysis of the bids will be the cumulative cost for performing this scenario of work at the unit prices quoted per craft and equipment used.

The Work will be in accordance with the requirements stated herein, Insurance Requirements, the National Electrical Code, the National Electrical Safety Code, and applicable Local, State of Alabama, and Federal Laws.

All Contractors submitting bids are to carefully examine the potential sites of the proposed work and thoroughly review the Contract requirements prior to submission of a bid proposal. Each Bidder shall satisfy oneself as to the character and quality of work to be performed, and as to the requirements of the proposed contract. The submission of a proposal shall be proof that the bidding Contractor has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed Contract.

The Contractor shall comply with all Federal and State laws, local ordinances and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work.

The Contractor shall place a competent Foreman on the Project who shall have experience in the work being performed under the Contract. The assigned Foreman shall have the responsibility for the day-to-day operations of the work and shall remain on the Project site while the work under the Contract is being performed.

I, the undersigned bidder, acknowledge receipt of following addenda:

Addendum No. _____

Addendum No. _____

Contractor's Signature and Date

Contractor's Company Name

On Call Electrical Service Agreement

REQUISITION & PROPOSAL

ALABAMA STATE PORT AUTHORITY
MCDUFFIE COAL TERMINAL DEPARTMENT

DATE: 1/13/2022
 ORIGINATING DEPT NO.

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

Contractor's Schedule of Services Proposal

The Contractor hereby agrees to provide specified work, materials, and equipment for the prices outlined in the following schedule. The quantities listed may be increased or decreased during project execution. In the event the quantities do change, the unit price shall apply according to the scope of work.

Description	Quantity	UOM	Unit Price	Extension
1. General Foreman	40	Hrs.	\$	\$
2. Foreman	800	Hrs.	\$	\$
3. Journeyman	3500	Hrs.	\$	\$
4. Apprentice (1st Year)	300	Hrs.	\$	\$
5. Apprentice (2nd Year)	300	Hrs.	\$	\$
6. Apprentice (3rd Year)	300	Hrs.	\$	\$
7. Apprentice (4th Year)	300	Hrs.	\$	\$
8. Apprentice (5th Year)	300	Hrs.	\$	\$
9. Bucket Truck Mobilization / Demobilization	10	Each Occurrence	\$	\$
10. Bucket Truck with Operating Fuel	5	8 Hrs. Cont. Days	\$	\$
11. 40' Van for Material Storage	25	" "	\$	\$
12. Electric Conduit Bender (2")	30	" "	\$	\$
13. Hydraulic Conduit Bender (4")	2	" "	\$	\$
14. Generator, Electric, Gas Engine, 5kW With Operating Fuel	3	" "	\$	\$
15. Portable Welding Machine, 200A with Operating Fuel	10	" "	\$	\$
16. Office Trailer Furnished with Telephone	7	" "	\$	\$
17. Ditch Digger (4") with Operating Fuel	2	" "	\$	\$
18. Power Band Saw with Blades	4	" "	\$	\$
19. Power Drive Unit with Dies	25	" "	\$	\$
20. Hydraulic Press	2	" "	\$	\$
TOTAL BID (Items 1 -20)				\$

Company Name: _____

Authorized Signature: _____ Print Name: _____

On Call Electrical Service Agreement

REQUISITION & PROPOSAL

ALABAMA STATE PORT AUTHORITY
MCDUFFIE COAL TERMINAL DEPARTMENT

DATE: 1/13/2022
ORIGINATING DEPT NO.

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

1. The Authority reserves the right to refuse to issue a proposal form or a contract to a prospective bidder for any of the following reasons:
 - (a) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contract in force with the Authority.
 - (b) Contractor default under previous Contract with the Authority.
 - (c) Proposal withdrawal or Bid Bond forfeiture on previous project with the Authority.
 - (d) Unsatisfactory work on previous contract with the Authority.
2. The Authority may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish all such information and data for this purpose as the Authority may request. The Authority reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Authority that such bidder is properly qualified to carry out the obligations of the Contract.
3. The bidder shall submit his proposal on the forms furnished by the OWNER. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals for which he proposed to do each pay item furnished in the proposal. The Department will check the gross sum given in the proposal and in case of error or discrepancy, the gross sum obtained by adding the products of the unit prices and the various estimated quantities listed in the proposal shall prevail and this shall be the Contract Bid Price. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.
4. The bidder shall sign his proposal correctly and in ink. If the proposal is made by an individual, his name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation the person signing the proposal shall give the name of the State under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his authority to do so and that the signature is binding upon the firm or corporation.
5. A bidder shall be considered disqualified for any of the following reasons:
 - (a) Submitting more than one proposal from the same partnership, firm or corporation under the same or different name.
 - (b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the OWNER.
 - (c) If the bidder has not complied with the provisions of the Laws of the State of Alabama concerning licensing of Contractors.
 - (d) If an out-of-State bidder has not qualified with the Secretary of State to do business in Alabama.
6. Response time within two (2) hours of an emergency notice and quality service are of the essence to the Authority. If the Contractor to whom this contract is awarded does not provide adequate service or workmanship, the Department reserves the right to cancel the contract and re-bid this work excluding that Contractor from consideration.

On Call Electrical Service Agreement

REQUISITION & PROPOSAL

ALABAMA STATE PORT AUTHORITY
MCDUFFIE COAL TERMINAL DEPARTMENT

DATE: 1/13/2022
ORIGINATING DEPT NO.

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

7. Award of this contract does not obligate the Authority to any minimum hours nor does it limit the total hours of various crafts and equipment that can be used.
8. The Contractor's records for this contract shall be open to audit by the Authority's agent or authorized representative to the extent necessary to adequately permit evaluation and verifications of: a) Contractor compliance with Contract requirements, b) compliance with Authority's business ethics policies, and c) compliance with provisions for payment or claims submitted by the Contractor or any of their payees.
9. This contract does not preclude the Department from procuring lump sum bids on any project deemed appropriate by Alabama State Port Authority officials.
10. All documents, invoices, etc. must have visible the words ASPA Heavy Mechanical Service Contract, Project Name or work description and/or Work Order number as appropriate.
11. Conditional bids will not be accepted.
12. ASPA reserves the right to contract all or portions of the prescribed work to either a single or to multiple contractors.
13. The contractor can be dismissed for inferior work.
14. The Contractor shall comply with all Federal and State laws, local ordinances and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work.
15. The Authority reserves the right to reject any and all bids and to waiver any informality in bids received.
16. **FAILURE TO EXECUTE CONTRACT**

The Contractor shall be considered in default of his Contract and such default will be considered as cause for the OWNER to terminate the Contract for any of the following reasons if the Contractor:

- (a) Fails to respond and complete work under the Contract in a timely manner; or
- (b) Fails to perform the work or to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the Contract
- (c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
- (d) Discontinues the prosecution of the work; or
- (e) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
- (f) Becomes insolvent or is declared bankrupt, or commits an act of bankruptcy or insolvency; or
- (g) Allows any final judgment to stand against him unsatisfied for a period of 10 days; or
- (h) Makes an assignment for the benefit of creditors; or
- (i) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

On Call Electrical Service Agreement

REQUISITION & PROPOSAL

ALABAMA STATE PORT AUTHORITY
MCDUFFIE COAL TERMINAL DEPARTMENT

DATE: 1/13/2022
ORIGINATING DEPT NO.

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

17. CONTRACT TERMINATION

The Owner may terminate the Contract, or any portion hereof, for just cause by written notice to the Contractor.

When the Contract, or any portion thereof, is terminated before completion of all items of work in the Contract, payment will be made for the actual number of units or items of work completed or started. No claims for loss of anticipated profits shall be considered.

Acceptable materials both in quantity and quality obtained or ordered by the Contractor that are not incorporated into the work shall, at the option of the Contractor, be purchased by the Owner at actual cost as shown by receipted bills and actual cost records. All unused materials purchased by/or billed to ASPA as part of a project must be turned over to ASPA upon termination of the project. ASPA Delivery of the materials will be performed as designated by the Engineer.

Termination of the Contract, or a portion thereof, shall neither relieve the Contractor of its responsibilities for the completed work or relieve his surety of its obligation for and concerning any just claim arising out of the work performed.

On Call Electrical Service Agreement

REQUISITION & PROPOSAL

ALABAMA STATE PORT AUTHORITY
MCDUFFIE COAL TERMINAL DEPARTMENT

DATE: 1/13/2022
ORIGINATING DEPT NO.

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

Bid opening will be January 13, 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

STATE OF _____)

COUNTY OF _____)

On this ___ day of _____, 20___, before me appeared _____, to me personally known, who, being by me duly sworn, did say that such person executed the foregoing instrument as the free act and deed of such person, having been duly authorized to execute such instrument in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public, State of _____

Print Name

My commission expires: _____

THIS PAGE MUST BE NOTARIZED

REQUISITION & PROPOSAL

ALABAMA STATE PORT AUTHORITY
MCDUFFIE COAL TERMINAL DEPARTMENT

DATE: 1/13/2022
ORIGINATING DEPT NO.

TO: Prospective Vendors

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

ALABAMA STATE PORT AUTHORITY
MCDUFFIE COAL TERMINAL OFFICE

NAMES OF ARTICLES, SPECIFICATIONS AND PURPOSE

ALABAMA STATE PORT AUTHORITY **INSURANCE REQUIREMENTS FOR CONTRACT WORK** **ON CALL ELECTRICAL SERVICE AGREEMENT**

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)

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.

General Liability

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

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

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).

Railroad Protective Liability

Where applicable, the Contractor shall provide a Railroad Protective Liability policy in the name of the Terminal Railway Alabama State Docks in an amount not less than \$2,000,000. NOTE: In lieu of the RPL policy, the Contractor may cause to be attached to its General Liability Policy standard ISO endorsement, "Contractual Liability - Railroads" (CG 24 17). The railroad must be identified as an Additional Insured. ("Alabama State Port Authority-ASD" includes Terminal Railway ASD.)

REQUISITION & PROPOSAL

ALABAMA STATE PORT AUTHORITY
MCDUFFIE COAL TERMINAL DEPARTMENT

DATE:
ORIGINATING DEPT NO.

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

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:

REQUISITION & PROPOSAL

ALABAMA STATE PORT AUTHORITY
MCDUFFIE COAL TERMINAL DEPARTMENT

DATE:
ORIGINATING DEPT NO.

TO: Prospective Vendors

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

ALABAMA STATE PORT AUTHORITY
MCDUFFIE COAL TERMINAL OFFICE
1901 EZRA TRICE BLVD
MOBILE, AL 36602

NAMES OF ARTICLES, SPECIFICATIONS AND PURPOSE

Please return one copy of this bid, duly signed, by 10:00 a.m., January 13, 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.
- e) e) Lack of competency and adequate machinery, personnel, plant and other equipment for performing the project.

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.

REQUISITION & PROPOSAL

ALABAMA STATE PORT AUTHORITY
MCDUFFIE COAL TERMINAL DEPARTMENT

DATE:
ORIGINATING DEPT NO.

TO: Prospective Vendors

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

ALABAMA STATE PORT AUTHORITY
MCDUFFIE COAL TERMINAL OFFICE
1901 EZRA TRICE BLVD
MOBILE, AL 36602

NAMES OF ARTICLES, SPECIFICATIONS AND PURPOSE

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.

IMPORTANT NOTICE TO BIDDERS REGARDING RAILWAY RIGHTS OF WAY: The Contractor shall be responsible for full compliance with Federal, State, TASP, and the project railroad entity's safety requirements. This will apply to performance of any work within 25 feet of the nearest railroad track. All work shall be performed in accordance with the provisions of Title 49, Part 214 of the Code of Federal Regulations (CFR). CFR requirements can be accessed at: http://www.access.gpo.gov/nara/cfr/waisidx_02/49cfr214_02.html. A certified railroad watchperson from the railroad entity or entities will be required when working within 25 feet of the track centerline for safety and protection of the Contractor's personnel. The cost for the watchperson shall be at the Contractor's expense.

FORM FOR SECTIONS 9(a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER/CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, and political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of _____

County of _____

Before me, a notary public, personally appeared _____ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____ (state position) for _____ (state business entity/employer/contractor name) That said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

_____ Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 20____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

_____ Signature and Seal of Notary Public

Author: Jean Brown

Statutory Authority: Code of Alabama, sections 31-13-9 (a) and (b); Section 31-13-9 (h).

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.



State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

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

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 _____

Article 3B of Title 41, Code of Alabama 1975 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.

Revised: 09/2013

THIS PAGE MUST BE NOTARIZED