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**ALABAMA STATE PORT AUTHORITY  
BID PROPOSAL SOLICITATION AND REQUIREMENTS  
TERRAZZO REBURBISHMENT**

The Alabama State Port Authority (ASPA) will accept sealed bids for Terrazzo Refurbishment at the following non-restricted location: International Trade Center – 250 North Water Street, Mobile Alabama 36602

The Terrazzo Refurbishment Contract. To refurbish and repair minor cracks to approximately 2300 square feet of concrete terrazzo floors located at the above referenced location. To ensure quality assurance and to limit risk of damage, Qualified Bidders must be members of the National Terrazzo & Mosaic Association (United States). Upon award to the successful bidder, the ASPA reserves the right to terminate this contract without cause and without penalty, and the ASPA reserves the right to amend this contract as needed at any time without penalty.

The ASPA reserves the sole right to reject any and all bids, to strike any item(s) in the proposal and negotiate price adjustments; and to waive any defect or irregularity; and to make any modification to the conditions stated herein that is not in violation of law. In general, awards are typically made to the lowest, satisfactorily compliant bidder however, that is not always the case and ASPA reserves the right to select the bid that best suits all the requirements of the ASPA when all factors contained in the bid are considered, which may not be the lowest bidder.

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

**Recommended:**

\_\_\_\_\_  
Joy Lang Date  
*Fixed Assets & Service Contracts*

**Approved:**

\_\_\_\_\_  
Judith Adams Date  
*VP of Internal & External Affairs*

\_\_\_\_\_  
Linda K. Paaymans Date  
*CFO, Secretary & Treasurer*

\_\_\_\_\_  
John C. Driscoll Date  
*Director & CEO*

Sealed bid proposals must be delivered via mail courier to the Alabama State Port Authority, Attention: Joy Lang, 250 North Water Street, Suite 330, Mobile, Alabama 36602, prior to the bid opening. Bids must be sealed and must state the following Bid Title on the outside of the envelope: "Terrazzo Refurbishment Bid." Failure to mark and/or seal the Bid Package with the Bid Title will

invalidate the bid. Sealed bid proposals can also be hand delivered to the aforementioned address until 10:00 am CST, Thursday, January 27, 2021. All submitted bids will be publicly opened at 10:00 am CST, Thursday, January 27, 2021 in the Killian Room of the International Trade Center, first floor, 250 North Water Street, Mobile, Alabama 36602. **THE ASPA WILL NOT ACCEPT BIDS VIA EMAIL OR FAX.**

Prospective bidders at their option may inspect the work area by appointment. To schedule an inspection appointment, email Joy Lang, [Joy.Lang@alports.com](mailto:Joy.Lang@alports.com) at least one (1) day prior to the appointment.

Questions or comments pertaining to this bid must be presented in writing and sent via email to Joy Lang at [Joy.Lang@alports.com](mailto:Joy.Lang@alports.com) no later than two (2) working days prior to the bid opening to allow adequate time for a written response. Question(s) submitted late will not be answered and will be forever waived.

Prospective Bidders must return a signed and notarized copy of the attached STATE OF ALABAMA DISCLOSURE STATEMENT as required by Alabama Act 2001-955. Failure to enclose the signed and notarized aforementioned form in the sealed Bid Package will invalidate the bid entirely.

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A) (11), the ASPA as an Agency of the State of Alabama, is exempt from paying taxes. An exemption letter from paying taxes will be furnished to the successful Bidder upon written request.

Bidder shall satisfy themselves as to the character, quality, and service to be performed under this contract, and as to the requirements of the contract work. The submission of a bid package shall be proof that the Bidder has made such examination and is satisfied as to the conditions to be encountered in the performance of the work and as to the requirements of the contract. Additionally, business entities that are non-residents of Alabama that want to submit a bid package must show evidence of having qualified with the Alabama Secretary of State to do business in Alabama. Qualified Bidders *must* be members of the National Terrazzo & Mosaic Association (United States).

The Contractor selected to perform the contracted work is required to possess and provide evidence of all required City, County, State, and Federal licenses and/or permits.

The ASPA reserves the right to reject at will and for any reason any employee(s) of the Contractor from performing work on ASPA property.

## **SCOPE OF WORK**

Refurbish and repair minor cracks to approximately 2300 square feet of existing concrete terrazzo floors. All surfaces are flat floor areas. There are no stairs or base molding in this project. Contractor shall use best practices as established by the National Terrazzo & Mosaic Association (United States) to remove wax, dirt, scratches, original sealer and other buildup debris or film on the floor area in accordance with best practices and manufacturer recommendation. Prior to application of sealant, contractor will ensure surface is prepped for polish, sealer and gloss applications. Contractor shall provide paper of sufficient weight to accommodate pedestrian traffic aisles to offices to protect exposed floors against stains and dirt. All efforts must be made to return the existing terrazzo to its original condition. Existing marble walls and base must also be protected from terrazzo refurbishment work. Contractor may be required to move a small security

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desk and chair. Contractor will have access to the floor area during office hours on a Thursday and Friday, followed by a Saturday and Sunday to reduce traffic during the refurbishment work.

Bids will be awarded on an all or none basis as determined appropriate by the ASPA unless otherwise stated.

By signing this bid, I affirm the stipulated services will be scheduled through Joy Lang and work shall not exceed four (4) consecutive days from the scheduled date work is to begin. No work shall be scheduled, or materials ordered until Contractor is provided written notification to proceed with the work by the ASPA.

Each item contained in the Bid Package must be listed and priced individually for ASPA internal purposes only. Bidders should consider all costs associated with this bid including the cost of required credentials to access restricted areas of the ASPA as the ASPA will award all items listed in one bid only as one contract only.

**PAYMENT:**

All invoices shall contain an ASPA issued Purchase Order Number and shall be sent to:

Alabama State Port Authority

Attn: Accounts Payable

P. O. Box 1588

Mobile, AL 36633-1588

or send via email to [accountspayable@alports.com](mailto:accountspayable@alports.com) with Joy Lang in copy at [Joy.Lang@alports.com](mailto:Joy.Lang@alports.com)

All invoices should indicate work performed at the location in this bid contract and on date(s) work was performed. Invoices should be received no later than the fifth (5<sup>th</sup>) business day of each month and net thirty days payment.

*NOTICE TO BIDDERS – COMPLIANCE WITH BEASON-HAMMON ALABAMA TAXPAYER & CITIZEN PROTECTION ACT:* Effective October 1, 2011, the Beason-Hammon Alabama Taxpayer & Citizen Protection Act requires that any business entity contracting with or approving any grant or incentives to the state, including the ASPA, certify compliance with the Act. Alabama's law requires business entities conducting business with the state register with E-Verify on or before January 1, 2012. E-Verify is an Internet-based system that allows an employer to determine the eligibility of that employee to work in the United States. The E-Verify system is operated by the Department of Homeland Security in partnership with the Social Security Administration. E-Verify is available in Spanish. All bidders must certify such compliance by executing the enclosed Certificate of Compliance with the Beason-Hammon Alabama Taxpayer & Citizen Protection Act and returning it to the ASPA with your bid package. For more information about this system, please log on to [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm).

**Bidders Submitted Price for Scope of Terrazzo Refurbishment Work**

*Bidders Total Price is all- inclusive (including, but not limited to travel time, travel expenses, materials, warranty and insurance).*

Bidders Total Price: Unit cost all in per square foot                     \$         \_\_\_\_\_

Total Number of Square Feet   \_\_\_\_\_

TOTAL ALL INCLUDED COSTS:   \$         \_\_\_\_\_

All invoicing for work performed shall not exceed the TOTAL ALL INCLUDED COST stipulated in the bid. **Any additional services and change orders MUST be requested and approved in advance by Joy Lang.** Additional services and change orders costs shall be in writing and approved at the sole discretion of ASPA prior to performing any additional work. The ASPA will not compensate contractor for unapproved work.

*PLEASE SEE ATTACHED INDEMNIFICATION SHEET & DISCLOSURE STATEMENT*

\_\_\_\_\_  
Company

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

NOTARY REQUIRED FOR ALL BIDS \$15,000 AND OVER:

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 cASPACity.

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

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Print Name

My commission expires: \_\_\_\_\_

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Acknowledgement of any Issued Addendums to this Bid, if applicable:

Contractor's Signature: \_\_\_\_\_

Contractor Company:

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

## **INSTRUCTIONS FOR BIDDERS ALABAMA STATE PORT AUTHORITY**

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

1. Alternate bid proposals and/or suitable attachments 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 bidder's list.
3. The Alabama Port Authority reserves the right to reject any and all bids if deemed in the Alabama Port Authority's best 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. The Alabama Port Authority accepts no responsibility for facilitating the receipt of bids.
8. Bids over \$15,000 per year must be NOTARIZED.
9. Bids received after the specified opening time will be returned to the bidder unopened. Bidders are required to show a return address on the bid envelope.
10. Bid proposals must be filled out completely, including the name, address, telephone number, fax number (if possible), and signature of the responsible person.
11. Questions must be submitted in writing to Joy Lang at [Joy.Lang@alports.com](mailto:Joy.Lang@alports.com)
12. Notarization not required on "SALE" BIDS.
13. 250 North Water Street, Suite 330, Mobile, AL 36602 is the street address.
14. Please specify the bid title on envelope.

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**ALABAMA PORT AUTHORITY – PORT OF MOBILE**  
**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 Port Authority, 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 the ASPA, 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 the ASPA. The Contractor shall furnish to the ASPA certificates of insurance, signed by the licensed agent evidencing required coverages. The ASPA 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 the ASPA and to the insured. Except for Workers Compensation, said policies will identify the Alabama 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 ASPA, 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).



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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 *Alabama State Port Authority*

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.

Signature/certification continued next page

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

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# 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

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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
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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.)

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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.)

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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
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***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.*