



**Alabama State Port Authority
Requisition and Proposal**

Project Name McDuffie Terminal – Roof Replacements

Project # 10870

To: Prospective Bidders

Date: January 2023

Please procure the following and deliver to the address below:

Delivery of Proposal Alabama State Port Authority Location identified below in Notes #1	Delivery of Purchase or Performance of Work Alabama State Port Authority McDuffie Terminal
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Description of Work

This Requisition solicits proposals to replace the roofs on four (4) electrical buildings within the McDuffie Terminal. The project includes but is not limited to the removal and disposal of existing roofs and replacement. Work will be in accordance with: the requirements stated herein; and attached Scope of Work Specifications, reference documents and drawings, Special Conditions and Insurance Requirements; and applicable State of Alabama Laws. The work consists principally of providing bonds, labor, materials, equipment, insurance, meeting access requirements, and supervision necessary for replacing the roof as indicated in the Contract documents.

The Project Sites are located at the Alabama State Port Authority McDuffie Coal Terminal facility. The entrance to the facility is located at 1901 Ezra Trice Blvd in Mobile, AL.

A **Pre-Bid Meeting** is scheduled for **Tuesday January 24, 2023 at 10:00 AM** in the ITC Building, 1st Floor Killian Room at 250 North Water Street in Mobile, AL. Bidder attendance **OPTIONAL**. The project manager will be available to take a site visit with interested parties following the pre-bid meeting. Any prospective bidders wishing to access the roofs should bring with them means to access the roofs as ASPA cannot guarantee access at the time of the visit.

All Contractors submitting bids are to carefully examine the site of the proposed work by appointment only and thoroughly review the Contract and Project requirements prior to submission of a bid proposal. Each Bidder shall satisfy oneself as to the character, quality, and quantities 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.

On bids of \$50,000 or more, bidding Contractor must hold a current license from the State Licensing Board for General Contractors, Montgomery, AL, with the classification being (BC) Building Construction, (BC-S) Building Construction – Roofing and Sheet Metal, or (BCU4) Building Construction under Four Stories.

The work performed under this contract shall not commence until the Contractor has submitted a Performance Bond, Labor & Material Bond, and acceptable Certificate of Insurance. Performance Bond shall be in an amount equal to 100% of the contract price; Labor & Material Bond equal to 100% of the contract price; and Certificate of Insurance shall be as per the attached requirements and countersigned by a licensed resident agent in the State of Alabama.

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.



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Description of Work (continued)

The Contractor shall be required to complete all of the work under the Contract within 90 calendar days after receipt of a “Notice to Proceed”. The work will have to be scheduled and performed in a manner that will not interfere with operations of the facility or ongoing construction activities operating in the immediate and adjacent areas. Work will start not later than 10 calendar days after receipt of notice to proceed. ASPA intent is that work hours will be during normal day light hours unless indicated otherwise in this Requisition or approved otherwise.

The Contractor shall place a competent Superintendent on the Project who shall have experience in the work being performed under the Contract. The assigned Superintendent 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.

Time is an essential element in the contract. As the prosecution of the work will inconvenience the tenant and interfere with business, it is important that the work be pressed vigorously to completion. Also, the cost to the Alabama State Port Authority of the administration of the contract, supervision, inspection and engineering will be increased as the time occupied in the work is lengthened. For each day that the work remains incomplete after the time specified, \$200 per day shall be paid by the Contractor to the Alabama State Port Authority as Liquidated Damages for the loss sustained by the State because of failure of the contractor to complete the work within the specified time(s) indicated in the Scope of Work’s Project Phasing description.

IMPORTANT NOTICE TO BIDDERS REGARDING ACCESS TO ASPA RESTRICTED FACILITIES:

The Alabama State Port Authority’s Access Policy is provided on the ASPA website and in the links below:
<https://www.alports.com/port-access/>

ALL persons working on this project are REQUIRED to have valid access credentials to include: 1) A TWIC Card, 2) ASPA Badge, and 3) ASPA Vehicle Decal.

IMPORTANT NOTICE TO BIDDERS REGARDING EMPLOYMENT PRACTICES:

Effective October 1, 2011, the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (“the Act”) requires that any business entity contracting with or providing any grant or incentives to the state, including the Alabama State Port Authority, certify compliance with the Act. All Bidders must certify such compliance by executing the enclosed Affidavit and returning it to the Alabama State Port Authority with your bid package. The Affidavit must be notarized. The following E-Verify website link is provided for convenience:
http://www.dhs.gov/files/programs/gc_1185221678150.shtm.



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Contractor's Proposal				
The Contractor hereby agrees to perform the previously specified work for the prices outlined in the following schedule. All items listed shall be performed in accordance with this requisition and proposal and all referenced documents.				
Description	Est Qty	UOM	Unit Price	Value
General Items				
1. Project Bonds and Insurance	LS	All	LS	\$
2. Mobilization/Demobilization including Port Access Credentials	LS	All	LS	\$
3. Pre-Construction Items: Engineer approval, environmental testing, etc.	LS	All	LS	\$
Northeast Building				
4. Removal and Disposal of Existing Roofing System	LS	All	LS	\$
5. New Roofing System, Flashing, all appurtenances, and Warranty	LS	All	LS	\$
Southeast Building				
6. Removal and Disposal of Existing Roofing System	LS	All	LS	\$
7. New Roofing System, Flashing, all appurtenances, and Warranty	LS	All	LS	\$
West Building				
8. Removal and Disposal of Existing Roofing System	LS	All	LS	\$
9. New Roofing System, Flashing, all appurtenances, and Warranty	LS	All	LS	\$
Southwest Building				
10. Removal and Disposal of Existing Roofing System	LS	All	LS	\$
11. New Roofing System, Flashing, all appurtenances, and Warranty	LS	All	LS	\$
TOTAL BASE BID				\$
12. Bid Additive #1 – Increase in cost to install tapered insulation as specified.	LS	All	LS	\$
13. Bid Additive #2 – Deduct if McDuffie Terminal removes and reinstalls HVAC units instead of Contractor.	LS	All	LS	(\$)
TOTAL BASE BID PLUS ADDITIVES				\$



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NOTES:

1. Sealed bid proposals will be received via courier to the Alabama State Port Authority, 1400 Alabama State Docks Blvd, Suite 216, Administration Building, Mobile, AL 36602 by 9:30 A.M. on Thursday, February 2, 2023. Sealed bid proposals can also be hand delivered to the Killian Room starting at 15 minutes prior to the official bid opening at 10:00 A.M. on Thursday, February 2, 2023, at the Alabama State Port Authority in the International Trade Center building, 250 North Water Street, 1st floor—Killian Room, Mobile, AL. No bids will be accepted after 10:00 A.M. No faxed or electronic bids will be accepted. Conditional bids will not be accepted.
2. Bid proposals must be submitted in sealed envelopes with the words “**Bid Document Enclosed**” clearly marked on the outside of the envelope. Sealed bids shall have **the bidder’s name, contractor’s license number, project name, and time and date of bid opening shown on the outside of the envelope.**
3. A Bid Bond or Certified Check made payable to the Alabama State Port Authority and equal to five percent (5%) of the amount bid, not to exceed \$10,000, must accompany the Bid Proposal.
4. 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.
 - e) Lack of competency, past experience, adequate machinery or lack of personnel.
5. 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.
6. The Owner may terminate the contract, or any portion thereof, for just cause by written notice to the Contractor. If 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 will be considered.
7. If the Contractor to whom this contract is awarded does not provide adequate service or workmanship, ASPA reserves the right to cancel the contract and re-bid this work excluding that Contractor from consideration.
8. Any questions regarding the procurement should be directed to Josh Bell, P.E., Project Manager, at phone number (251) 441-7205 or email josh.bell@alports.com.
9. The right is reserved, as the interest of the Alabama State Port Authority may require, to reject any and all bids and to waive informalities in bids received.
10. The Contractor must provide a high visibility temporary barrier to delineate the limits of construction activities on the berths at all times.



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Receipt of following addendums is acknowledged:

Addendum No. _____

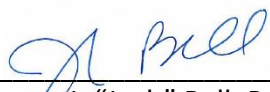
Addendum No. _____

Addendum No. _____

SIGNATURES

Contractor Company _____		
_____	_____	_____
Name	Title	Date

Signature of Party Originating Requisition:



 James J. "Josh" Bell, P.E.
 Facilities Engineer

1/12/2023

 Date



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SCOPE OF WORK SPECIFICATIONS

1. The project includes the installation of a complete working, waterproof roof system. Lack of detail within the bid or contract documents shall not abrogate from that intent. Any lacking detail shall be provided by the Contractor at no additional cost to the ASPA.
2. Any requirement stated within this package or detail required to complete the roof and install a complete working roof system but not specifically stated within the Schedule of Prices shall be considered ancillary to the project and be absorbed into the stated items within the Schedule of Prices.
3. The Contractor is advised that all ASPA operational activities takes precedence over construction activities.
4. The roof work shall be completed one building at a time. Substantial completion shall be achieved at each building prior to proceeding to the next building.
5. Prior to commencement of work, the Contractor shall provide proof to include calculations by an Alabama license engineer as well as documentation by the manufacturer that the proposed roofing system meets the latest applicable ASCE wind code requirements. Documentation by the engineer must be stamped.
6. Prior to commencing construction, the Contractor shall have each roof tested for asbestos for worker safety. For purposes of this proposal, the Contractor shall assume that the roofs are asbestos free. An official report on the findings shall be submitted to ASPA.
7. The installation of the roofing system shall be performed in accordance with the manufacturer's requirements. In the case of a conflict between these requirements and the manufacturer's requirements the more stringent requirement shall apply.
8. The Contractor shall remove the existing HVAC systems and all appurtenances and store on the project site for reinstallation. The Contractor shall take extreme caution when removing the HVAC systems to preserve the systems free of damage for reinstallation. Removing includes disconnecting all lines to the HVAC system. The holes resulting from the removal of the HVAC systems shall be protected and remain waterproof at all times.
9. The Contractor shall remove the existing roof down to the existing concrete deck. All construction debris must be removed from ASPA property and be disposed of in accordance with all governing laws and requirements.
10. The Contractor shall clean the existing deck to the extent required by the manufacturer in order to properly install the new roof system.
11. The Contractor is advised that the buildings being reroofed contain high voltage electrical equipment. As such, the buildings must be kept watertight at all times during construction. In addition, any construction methods that would induce water or other liquid intrusion into the buildings is prohibited (an example would be pressure washing).
12. The Contractor shall treat the concrete deck as required by the manufacturer.
13. The Contractor shall install the new roofing system. Permitted methods for installation include torch-applied, adhered, or asphalt applied. No asphalt or other construction material will be allowed to enter the building. The roofing system shall be a minimum 2-ply SBS Modified Bitumen. The surface cap sheet shall be granular surfaced with the color being white.
14. All penetrations and curbs shall be properly treated as per the manufacturer's specifications.
15. The Contractor shall install minimum 24 gauge aluminum eave metal/flashing around the perimeter of each roof.



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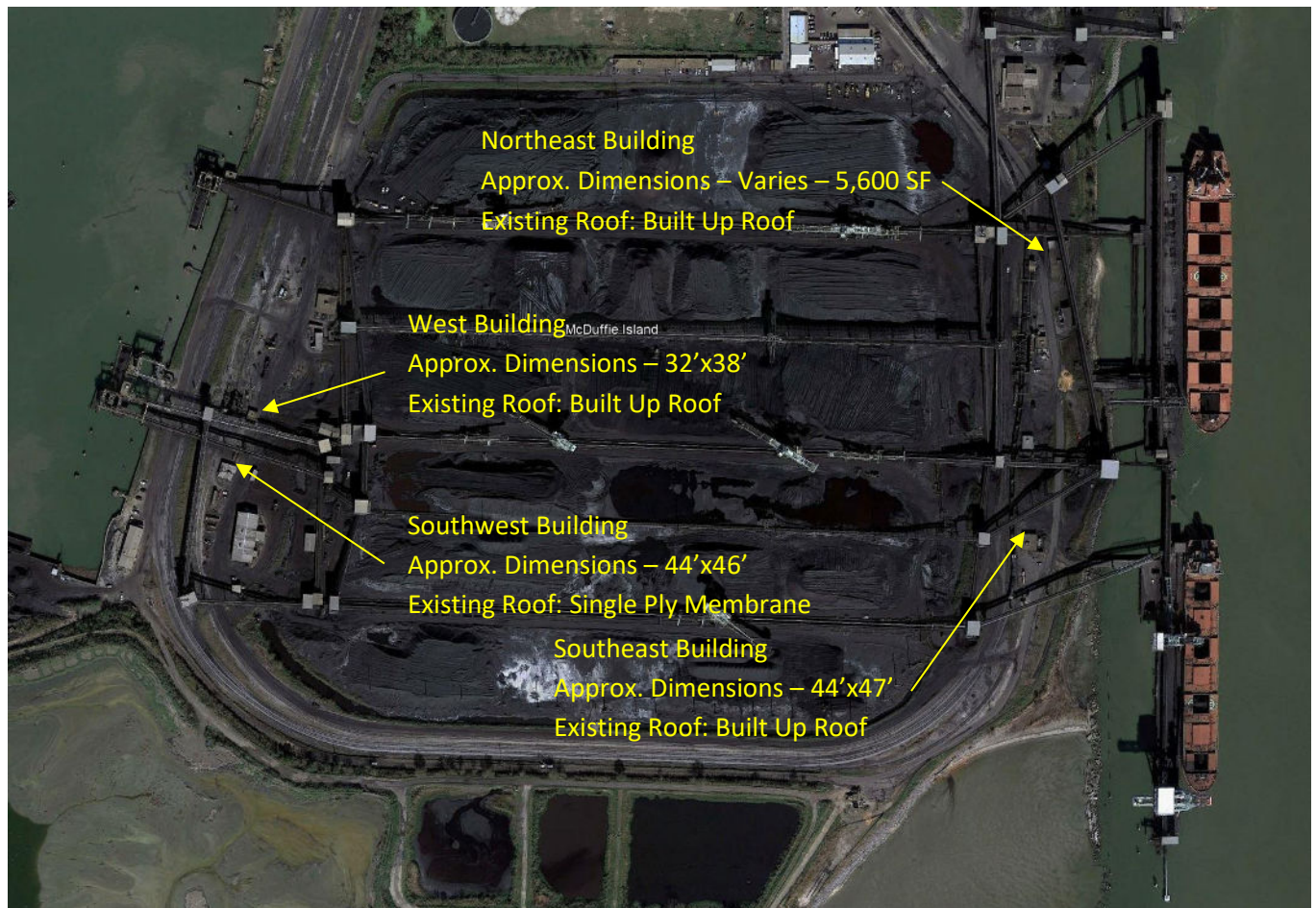
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SCOPE OF WORK SPECIFICATIONS (CON'T)

16. The Contractor shall reinstall the HVAC systems to a working condition.
17. The Contractor shall clean each work site upon completion.
18. The roofing system must be accompanied by a 2 year contractor's guarantee and a minimum 10 year manufacturer's warranty.
19. Bid Additive #1: If selected, the contractor shall install tapered insulation as part of the roofing system with a minimum slope of 1/4 inch fall per foot of horizontal distance.
20. Bid Additive #2: If selected, remove from the specifications the requirement to remove and reinstall the HVAC systems from the rooftops.

LOCATION MAP





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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
_____ (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 201 1-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

- ____ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
 ____ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20 _____

Name of Contractor/Grantee/Recipient

By: _____

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