



Alabama State Port Authority
Invitation to Bid

BID PURPOSE AND REQUIREMENTS
ELEVATOR MAINTENANCE & INSPECTION SERVICE BID

The Elevator Maintenance & Inspection Service Contract shall be for a period of twelve (12) months effective April 10, 2023 and ending May 31, 2024. The ASPA reserves the sole right to renew this contract in one-year increments at no cost to the ASPA, for up to five (5) years. Should there be an increase for service and if said cost increase(s) are determined unacceptable by the ASPA, the ASPA reserves the right to terminate and rebid this contract. The ASPA also reserves the right to terminate and/or amend this contract as needed, at will and at any time without cause and without penalty.

The Alabama State Port Authority: reserves the right to reject any bid if deemed to be unsatisfactory to the ASPA; reserves the right to strike out any item(s) in the proposal; reserves the right to waive any defect or irregularity that is a violation of law and to make any modification in the conditions herein, including the separation of items of a class in making awards. In general, awards are typically made to the lowest, satisfactory *compliant* bidder, however, that is not always the case, as the ASPA reserves the right to select the bid that best suits the requirements of the ASPA when *all* factors contained in the bid are considered and 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. The 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:

Approved:

Joy Lang
Docks Leasing Agent

Date

Beth Branch
Chief Commercial Officer

Date

Approved:

Approved:

Linda K. Paaymans
Secretary / Treasurer

Date

John Driscoll
Director & CEO

Date

Prospective bidders must attend a **MANDATORY** Pre-Bid Meeting and tour of facilities on Wednesday, March 15, 2023, at 9:00 am CST. The meeting and tour are expected to take up to two (2) hours. Pre-Bid Meeting non-attendee bids will not be considered under any circumstances. It is **MANDATORY** that you confirm your attendance at the Mandatory Pre-Bid Meeting to Joy Lang at Joy.Lang@alports.com by Thursday, March 9, 2023 at 4:30 pm CST or you will not be able to participate in the Pre-Bid Meeting and tour, and therefore, you will NOT be allowed to submit a bid. The purpose of the meeting and tour is to allow prospective bidders to familiarize themselves with the specific locations, while thoroughly reviewing and fully understanding the contract requirements prior to submission of a bid package. Each bidder shall satisfy themselves as to the character, quality, and quantities of work to be performed under this contract, and as to the requirements of the contracted work. Submission of a bid package shall be proof that the bidder has made such examination and is fully satisfied as to the conditions to be encountered in the performance of the work and the requirements of the contract. *Prospective bidders must have a valid photo ID issued by a city, state or federal agency in order to attend the pre-bid tour.*

All submitted bids will be publicly opened Wednesday, March 22, 2023, at 10:00 a.m. CST in the Killian Room of the International Trade Center, 250 North Water Street, Mobile, AL 36602. Sealed bid proposals must be delivered via mail courier or hand delivered to the Alabama State Port Authority; Attn.: Joy Lang; 250 North Water Street - Suite 330, Mobile, AL 36602 any time *prior* to the time for bid opening. Bids must be sealed and must state the Bid Title: **ASPA Elevator Maintenance & Inspection Service Bid** on the outside of the envelope. Failure to mark the bid package with the bid title and/or properly sealing the bid package will invalidate the bid entirely. **THE ASPA WILL NOT ACCEPT BIDS VIA EMAIL OR FAX.**

Questions or comments pertaining to this bid *must* be sent via email to Joy Lang at Joy.Lang@alports.com no later than 4:30 pm CST, Friday, March 17, 2023. Questions and answers will be posted to our website in an addendum by 4:30 pm CST, Monday, March 20, 2023. Questions submitted late will not be answered and will be forever waived.

The successful bidder is required to possess and provide evidence of all required City, County, State, and Federal licenses and permits including, but not limited to, possessing a valid license from the State Licensing Board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34 of the Code of Alabama, 1975. 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 form in the sealed Bid Package will invalidate the bid entirely. 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. Bidders must a list of all chemicals by manufacturer's name with MSDS sheets, which must be approved by the Environmental Protection Agency and State of Alabama Agriculture and Industries, and appropriate certificates as received from federal, state and/or local agencies (to include, but not limited to, current Department of Agriculture and Industries permit), which verify qualifications to do such work listed in this bid. Bidders should also include a brief company history reflecting experience in the services listed in this bid and provide three commercial references.

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

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.

PROJECT DESCRIPTION & WORK TO BE PERFORMED:

The ASPA is seeking elevator maintenance/inspection for specific facilities. The scope of services for this project will include, but not be limited to furnishing all supplies, parts, components, materials, maintenance service vehicles, labor, labor supervision, tools, test equipment, special equipment and lubricants necessary to provide full preventive maintenance, adjustment, replacement and repair services for the complete vertical transportation systems at the ASPA facilities listed in this bid. Any part, component, apparatus, etc., needing to be replaced and exceeding \$2,500.00 (USD) but less than \$5,000.00 (USD) in value, shall have a separate quotation prepared for ASPA authorization. Any part, component, apparatus, etc., exceeding \$5,000.00 (USD) in value shall not be subject to this contact and may be placed out for competitive bid at the ASPA sole discretion. The successful bidder must have a working knowledge of the maintenance of elevators and other related work areas. The successful bidder must demonstrate in the bid submittal evidence of a qualified and experienced staff. Bidder shall submit a list of equipment necessary to perform the job.

CONTRACTOR'S RESPONSIBILITY:

The Contractor shall be responsible for all damages to persons or property that occur on ASPA property, as a result of the contractor's fault or negligence, as well as that resulting from acts of the Contractor's employees, agents and subcontractors. The Contractor shall also save and keep harmless the ASPA against any or all lost cost, damage claims expenses or liability in connection with the performance of this contract.

PROTECTION OF THE ASPA'S BUILDINGS AND EQUIPMENT:

The Contractor shall use reasonable care to avoid damaging existing buildings and equipment on ASPA property. If the Contractor fails to do so and damages any such buildings or equipment, the Contractor shall replace or repair the damage at no expense to the ASPA. If the Contractor fails or refuses to make such repair or replacement the contractor shall be liable for the cost thereof which may be deducted from the contract price.

WARRANTY OF SERVICES:

Not with standing inspection and acceptance by the ASPA or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will be free from defects in workmanship and will conform to the requirements of this contract at the time of acceptance. The ASPA shall be given written notice of any such defect or non-conformance to the Contractor. Such notice shall state either (1) the Contractor shall correct or re-perform any defective or non-forming services, or (2) that the ASPA does not require correction or replacement. If the Contractor is required to correct or re-perform, it shall be at no cost to the ASPA, and any services corrected or re-performed by the Contractor pursuant to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or replace with similar services and charges to the Contractor, the costs occasioned to the ASPA thereby or obtain an equitable adjustment in the contract price.

MONTHLY SERVICE:

The Contractor shall have at least one competent technician report monthly to the custodian in charge and said technician shall test elevators and proceed at once to make all repairs and adjustments required to keep the elevator equipment in safe and first-class operating condition. This work shall also include regular and systematic inspection on all elevator equipment and adjustment or replacement of all work or deteriorated parts, furnishing of all apparatuses for testing. If test results show any major parts needing to be replaced or repaired, a separate quotation will be prepared for ASPA authorization. Major parts are hereby defined as any part, component, apparatus, etc. exceeding \$2,500.00 (USD) but less than \$5,000.00 in value.

Technicians shall log in and out each time they are in a building. Upon completion of each maintenance service, a copy of the service report for each unit must be given/mailed to Joy Lang (Joy.Lang@alports.com). In addition, if any further work is required, Joy Lang must be notified before said work is to begin.

RECORDS:

If repair work at overtime hours is required and ordered on other than emergency calls, the Contractor shall be responsible for the payment of their personnel. No work outside the scope of this contract shall be performed without prior written approval from the ASPA. The Contractor shall notify the ASPA immediately of the existence of, or the development of any defects in, or repairs required to the elevators which the Contractor considers he/she is not responsible for under the terms of the contract and shall furnish a written estimate of the cost to make final determination as to responsibility.

ANNUAL INSPECTIONS FOR ELEVATOR CERTIFICATION:

The Contractor is to contact Joy Lang at Joy.Lang@alports.com to arrange annual inspections of all ASPA elevators, prior to the expiration date. Upon completion of these inspections, the Contractor is to send all reports to the Alabama Department of Labor: Inspections Division.

EXTENT OF THE WORK:

The Contractor shall be responsible for regular, responsive and systematic execution of the work items included in this contract as follows:

Complete Maintenance: The Contractor agrees to examine regularly and systematically, clean, lubricate and adjust the vertical transportation equipment and provide unlimited call back service during regular working hours and, as conditions warrant, in the judgment of the ASPA, repair or replace all portions of the equipment included under this contract, including but not limited to the following:

Elevator machines, including worms, gears, thrust bearing, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, brake contacts, linings and all other components and parts of the machine and brake.

Hoist motors, solid state motor drives, including motor windings, rotating elements, including commutators, brushes, brush holders and bearings, and all other components and parts.

Hydraulic plungers, packing, pump motors, pumps, belts, pullies, valves, mufflers, piping and connections (except those beneath the ground), silencers, tanks or oil reservoirs, hydraulic system oil and all other related components and parts.

Controllers, selectors and dispatching equipment, including all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, steel selector tape (or cable) and mechanical and electrical driving equipment and all other components and parts.

Governors, including governor sheave and shaft assemblies, bearings, contacts and governor jaws, and car and counterweight safeties and buffers.

Deflectors or secondary sheaves including bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight guide shoes including rollers or gibs, inductors, cams and tapes.

Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary door closing devices.

Automatic power operated door operators, including door drive chains, sheaves, belts, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanism, platforms and elevator car roller guides.

Alarm bells, emergency stop switches, emergency car lights and batteries, car and corridor operating stations, car fan, car and corridor signals and fixtures including lights and dials or read-out indicators.

The Contractor also agrees:

To examine periodically all safety devices and governors and conduct annual no load test, and each fifth year subsequent to the previous testing date perform a full load, full speed test of safety mechanism, overhead speed governors and car and counterweight buffers on all traction elevators and each third year subsequent to the previous testing date, on hydraulic elevators per A.H.S/1.A17.1Code. The car balance will be checked, and the governor set. If required, the governor will be re-calibrated and sealed for proper tripping speed, and rails will be refilled to restore a smooth-running surface. All required testing should be accomplished within the first 90 days of the contract.

To submit written reports of said tests to ASPA within 15 days of test completion and in the case of running safety tests, prior notification shall be given so that a an ASPA representative is present.

To drain and flush hoist machine gear cases and bearing oil reservoirs annually and refill with the proper type and grade of oil. Where applicable, door operators shall be similarly drained, flushed and refilled annually.

To keep car tops, pits and hoistways clean and free from dirt, oil, lint, debris and stored items. In addition, make sure each machine room is clean and in neat condition (including painting, as required, machine room floors).

To renew all wire ropes as often as is necessary, to maintain an adequate factor of safety and shall equalize the tension on all hoisting ropes, repair or replace conductor cables and hoistway and machine room elevator wiring as conditions may warrant.

Where appropriate, to short all ropes as necessary to provide continued safe operation and maintain normal traction.

To keep all guide rails free of rust, to renew all guide rollers or shoes as often as necessary to provide smooth and quiet operation, and to maintain proper tension of car and counterweight guides against the rails.

To clean and paint equipment at regular intervals sufficient in frequency to maintain a professional appearance and preserve the life of the equipment (contractor shall not be responsible for cleaning any equipment made necessary beyond his reasonable control or as a result of improper janitorial or building maintenance functions).

To lubricate the equipment at intervals recommended by the equipment manufacturer or as dictated by the use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.

To adjust the equipment as necessary and when the operation of the equipment varies from its normal or originally designed performance as a result of normal wear and tear, or when necessary to preserve the useful life of a part of assembly.

To make repairs and/or replace all worn, damaged or broken parts or components. Parts shall be replaced when worn beyond normal adjustment limits. Replacements shall also be made whenever they will prevent an unscheduled elevator shutdown, ensure continued normal operation, extend the useful life of the elevator or any of its components, or when necessary to continue safe, dependable operation in accordance with A. H.S. I. Code, or to continue performance of the equipment in accordance with original design. When more than one elevator requires repair the ASPA will establish priorities of accomplishment.

In performing the above work, the Contactor agrees to provide genuine parts used by the manufacturer of the equipment or equal for replacement or repair, and to use lubricants equal to that obtained from and/or recommended by the manufacturer of the equipment.

PERFORMANCE REQUIREMENTS:

The Contractor agrees to maintain the minimum performance requirements of the elevator as designated:

- A. Floor to floor times are measured from the time the doors start to close (including a typical one-floor travel), until the elevator is approximately level with the next successive floor, either up or down, and the doors % open.
- B. Door opening times are measured from start of car door open until doors in the fully open positions.
- C. Door closing times are measured from start of door close until hoistway doors are fully closed. Contract time will be those shown, or the minimum permitted by Code, whichever is greater.
- D. Accuracy of leveling shall be measured under all load conditions.
- E. Variance from rated speed, regardless of load, shall not exceed 5%, except for hydraulic elevators where a variance of 10% is permitted from empty to full load.

In accomplishing the above requirements, the Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel in keeping with the original design capability of the equipment.

ITEMS OF ELEVATOR & ESCALATOR EQUIPMENT NOT INCLUDED IN THIS CONTRACT:

The Contractor assumes no responsibility for the following items of equipment, which are not included in this contract:

- A. Repairs required because of negligence, accident or misuse of the equipment by anyone other than the Contractor, his employees, subcontractors, servants or agency, or other causes beyond the Contractor's control except ordinary wear and tear.
- B. Repair or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, including removable panels, door panels, car gates, plenum chambers, ceilings, light bulbs, elevator car handrails, mirrors and carpets except as these may be damaged or destroyed by actions of the Contractor's personnel.
- C. Elevators mainline and auxiliary disconnect switches, fuses and feeders to control panels.
- D. Lamps for machine room illumination.

SCHEDULING OF PREVENTIVE MAINTENANCE:

All normal work under this contract will be performed during regular hours of regular working days. Removal of elevators from service shall be coordinated with and approved by the ASPA. To the extent possible, all preventive maintenance, which requires removal of elevators from service, will be scheduled during off-peak hours of building operation. No elevator shall be taken out of service during the normal business day without prior notification to the ASPA, except under emergency conditions. The Contractor shall not remove from service more than one elevator at a time, except in emergencies). Emergency circumstances are understood to be those that pose imminent possibility of equipment damage or passenger injury as judged by the Contractor's technicians.

It is understood that wherever the words "adequate," "as required" or "as necessary" are indicated in the contract as they relate to equipment performance they shall mean, "at whatever frequency of maintenance, repair, adjustment and/or testing is required to provide the optimum level of consistent elevator operation".

EMERGENCY CALL BACK SERVICE:

- A. During Regular Working Hours: The Contractor shall, without additional charge to the ASPA, provide emergency call back service during the regular working hours. The Contractor shall respond to a call back within a maximum of 30 minutes from the time the request for service is made by the ASPA authorized personnel.
- B. During Overtime Working Hours: The Contractor shall provide 24-hour emergency call back service. The Contractor shall respond to an emergency call back within a maximum of 60 minutes from the time the request for service is made by the ASPA's authorized personnel. This will be at no additional expense to the ASPA.
- C. A trouble log shall be maintained by the Contractor in the machine room for each building on which the date of each call back in which the reported trouble, the problem found and the corrective action taken shall be recorded. In addition, the Contractor shall be responsible for reporting this information to the ASPA so that it may also review the operational status of its elevator trouble call control log. This trouble log will become property of the ASPA at the end of the contract period.

NORMAL WORKING HOURS: For the purposes of this contract, NORMAL WORKING HOURS shall be defined as MONDAY – FRIDAY, 7:30 AM CST– 4:30 PM CST.

HOURS TO BE EXPENDED:

The Contractor hereby agrees that it will spend the indicated time in performing maintenance under this contract. These hours are to be devoted to scheduled preventive maintenance operations (examination, cleaning, lubrication, adjustments, and repairs) and shall not include callbacks. The Contractor agrees that all work shall be performed by and under the supervision of skilled, sufficient and experienced elevator service technicians directly employed and permanently assigned to support the execution of this contract for normal preventive maintenance and repair work, and who shall be qualified to keep the elevator equipment in proper and safe operating condition (with the exception of helpers who need not be so qualified). All technicians performing work under this contract shall be satisfactorily dressed in clean uniforms (identifying them as elevator technicians) with acceptable demeanor. Any technicians found to be unacceptable to the ASPA shall be replaced after being given reasonable notice by the Contractor.

RIGHT TO INSPECT AND REQUIRE WORK:

The ASPA reserves the right to conduct inspections and witness tests as necessary to ascertain that the requirements of this contract are being fulfilled. The Contractor agrees to furnish personnel and tools necessary to conduct such tests. Deficiencies reported shall be promptly corrected at the Contractor's expense. If the Contractor fails to perform the work required by the terms of this contract in a diligent and satisfactory manner, the ASPA may (after 10 day written notice to the Contractor) perform, or cause to be performed all or any part of the work required hereunder: The Contractor agrees to reimburse the ASPA for any expense incurred and therefore the ASPA at this election may deduct the amount from any sum owing Contractor.

The ASPA's right to make inspections or tests may be exercised by its elevator consultant, as it may designate, who will, if the ASPA so advises, have the same authority to inspect and test as the ASPA, as provided hereunder.

The waiver by the ASPA of a breach of any provision of this contract by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

Machine room logs containing a detailed schedule of full preventive maintenance with indications of frequency of task, shall be posed in each machine room and mounted on each controller. These logs shall be maintained by the Contractor and may be inspected by the ASPA. When posted all logs shall become property of the ASPA and upon completion of Contract, logs shall be presented to the ASPA's authorized representative.

CONTRACTOR TO COMPLY WITH LAWS:

In the performance of this contract, the Contractor shall abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities that have jurisdiction in the location where the work is to be performed. The Contractor shall also procure and pay for any necessary permits or licenses pertaining to the work hereunder.

The Contractor shall not be required under this contract to make other safety tests nor install new attachments as recommended or directed by insurance companies, federal, state, municipal or governmental authorities, not to make any replacement parts of a different design subsequent to the date of this contract, unless compensated for such installation.

All repair, parts replacement or adjustments called for hereunder shall be performed in full compliance with ANSI A17.1 Safety Code for Elevators and escalators, latest edition, and ANSI A17.12000 ANSI A17.2 2000 inspector's manual, latest edition, including amendments thereto.

SPECIAL CONDITIONS:

- A. No elevator will be removed from service, except in cases of hazard to life, without prior clearance from the ASPA.
- B. When an elevator is out of service for whatever reason, signs shall be placed at all floor entrances to that elevator indicating that the elevator is out of service.

TIME OF ESSENCE

Time shall be of the essence in the performance of the terms of this contract

PERFORMANCE BY THE ALABAMA STATE PORT AUTHORITY:

The Alabama State Port Authority agrees:

- A. To provide the Contractor access to the elevator equipment.
- B. To keep the elevator pit(s) and motor room(s) free from water.
- C. To be responsible for removing water from elevator pit(s) and maintaining the drainage facilities for the pit(s), or for damage therefrom.
- D. Not to use the elevator machine room and equipment spaces for storage.
- E. To be responsible for refinishing of cabs, hoistways, or equipment room interiors.
- F. To be responsible for the maintenance of car lighting, florescent tubes, florescent ballasts and starters.
- G. To be responsible for the main safety switch providing electricity to the equipment.
- H. To be responsible for the maintenance and service of the lights in the equipment room and penthouse.
- I. To be responsible for the maintenance and service of all telephones installed in the cars or the equipment pertaining thereto, except for the wiring between the car and control board.
- J. To report to the Contractor any conditions which may indicate the need for correction before the next regularly scheduled examination.
- K. That the contractor does not at any time assume possession or control of any part of the equipment, but such remains the State's exclusively as the ASPA thereof.

INVOICING:

All invoices should be sent to:

ASPA Accounts Payable at accountspayable@alports.com with Joy.Lang@alports.com in copy. or mailed to:

Alabama State Port Authority
Attn: Accounts Payable
P. O. Box 1588
Mobile, AL 36633-1588

Invoices should indicate work performed at each location and on date(s) work was performed and should be received no later than the 5th of each month and net thirty (30) days payment.

The successful bidder will be given instructions on how to invoice ASPA divisions as well as the appropriate contact information for each division where cabs are located.

Procedure for Obtaining ASPA Credentials for Restricted Facilities:

Successful bidders requiring access to the ASPA's restricted facilities must obtain an ASPA issued photo ID badge and vehicle decals to gain such access. Applicants for ASPA credentials must also have a Transportation Worker Identification Credential (TWIC) in their possession in order to apply for an ASPA ID. Information about the TWIC is available online at <https://www.tsa.gov/for-industry/twic> or by calling 1-855-347-8371. More information about ASPA credentials can be found at <https://www.alports.com/port-access/>

NOTICE TO BIDDERS – COMPLIANCE WITH BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT: Effective October 1, 2011, the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (“the Act”) requires that any business entity contracting with or approving any grant or incentives to the state, including the Alabama State Port Authority, 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. For more information about this system, please log on to http://www.dhs.gov/files/programs/gc_1185221678150.shtm. All bidders must certify such compliance by executing the enclosed CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT and returning it to the Alabama Port Authority with your bid package. The Certificate must be WITNESSED.

Addresses for facilities not on the Main Docks

- A. International Trade Center (NR) – 250 North Water Street; Mobile, AL 36602
- B. Building 55 (R) – 1901 13th Street, Mobile, AL 36602
- C. Mobile Middle Bay Port (Aker Subsea) (R) – 7611 Lake Rd S; Mobile, AL 36605

***Submitted Prices for Scope of Elevator Maintenance/Inspection Services**

Bidders should consider all costs associated with this bid including the cost of credentials to access restricted areas, travel, labor, insurance and licenses/certificates.

Bidders Total Price for Item A
(1 passenger – east elevators) \$ _____ ANNUALLY

Bidders Total Price for Item A
(1 passenger – west elevators) \$ _____ ANNUALLY

Bidders Total Price for Item A
(1 freight elevator) \$ _____ ANNUALLY

Bidders Total Price for Item B
(1 passenger elevator) \$ _____ ANNUALLY

Bidders Total Price for Item C
(1 passenger elevator) \$ _____ ANNUALLY

****Any additional services MUST be approved in advance by Joy Lang.***

Bids will be awarded on an all or none basis unless otherwise stated. By signing this bid, I affirm services will begin on Monday, April 10, 2023, or two (2) days from receipt of written notification by the ASPA.

Company

Representative

Phone

Email

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 capacity.

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

Notary Public, State of _____

Print Name

My commission expires: _____

Receipt of following addendums is acknowledged:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Contractor's Signature: _____

Contractor Company:

Name

Title

Date

INSTRUCTIONS / REMINDERS FOR BIDDERS

This instruction/reminder 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 State Port Authority bid form. ***This instruction / reminder sheet is to be used as a guide ONLY.***

1. If your company is not prepared to submit a bid, so state and sign to avoid being deleted from the prospective bidder's list.
2. No allowance will be made for error, either omission or commission.
3. Unit price governs in errors relating to extension of prices.
4. Bids over \$15,000 annually must be notarized.
5. Notarization not required on "SALE" BIDS.
6. Questions must be submitted via email to Joy Lang at Joy.Lang@alports.com by the time specified in the bid.
7. The Alabama State Port Authority reserves the right to reject any bid if deemed to be unsatisfactory to the ASPA.
8. Bid proposals must be filled out completely, including the name, address, telephone number, and signature of the responsible person. Please specify the bid title (ASPA Elevator Maintenance & Inspection Service Bid) on the envelope.
9. Bids will not be accepted via FAX or EMAIL. All bids *must* be sealed and sent via mail courier or hand delivered to Alabama State Port Authority; Attn.: Joy Lang; 250 North Water Street - Suite 330, Mobile, AL 36602 any time *prior* to the time for bid opening. Bids received after the specified opening time will be returned to the bidder unopened. Bidders are requested to show a return address on the bid envelope. The Alabama State Port Authority accepts no responsibility for facilitating the receipt of bids.
10. The Alabama State Port Authority reserves the right to reject all bids if deemed in the best interest of the Alabama State Port Authority.

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, 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 Alabama Sate Port Authority, 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 Alabama state port authority. The Contractor shall furnish to Alabama state port authority certificates of insurance, signed by the licensed agent, evidencing required coverages. Alabama state port authority 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 Alabama state port authority 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 Alabama state port authority.**

Commercial 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.

Business 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).

State of _____

County of _____

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: _____

RE Contract/Grant/Incentive (describe by number or subject):

_____ by and between

_____ (Contractor/Grantee) and
_____ (State agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (Act 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select the initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

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

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter or similar form of authorization issued by the state, any business entity that that is exempt by law from obtaining such a business license and any business entity that is operating unlawfully without a business license.

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

___ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

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

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

Certified this _____ day of _____ 20_____.

Name of Contractor/Grantee/Recipient

By: _____

Its: _____

The above certification was signed in my presence by the person whose name appears above, on

this _____ day of _____ 20_____.

WITNESS: _____

Printed Name of Witness



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

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

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

Contract Proposal Request for Proposal Invitation to Bid Grant Proposal

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

Yes No

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

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

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

Yes No

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

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

OVER

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.)

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
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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.