



Alabama State Port Authority
Requisition and Proposal

Project Name MMBP Pier Electrical Refurbishment – Submersible Pump Procurement

Project No. 11173 Task No. 02

(REVISED)

To: Prospective Bidders

Date: June 2023

Please procure the following and deliver to the address below:

<p><u>Delivery of Proposal:</u> Alabama State Port Authority (ASPA) Location identified below in Note #1</p>	<p><u>Delivery of Performance of Work:</u> Alabama State Port Authority Middle Bay Port Facility Lake Rd S #7611 Mobile, AL 36605</p>
--	---

Description of Work

This Requisition solicits proposals for the manufacture and supply of two separate submersible pumps with control panels for the ASPA Middle Bay Port pier electrical vaults as specified in the attached scope of work. All work shall be in accordance with the requirements stated herein, Scope of Work Specifications, Reference documents, Insurance Requirements and applicable State of Alabama and Federal Laws. The project site is located at the Alabama State Port Authority Middle Bay Port Facility, Mobile, AL.

The work consists principally of providing bonds, labor, materials, equipment, insurance, and supervision necessary for the manufacture, supply and delivery to site of two submersible pumps with lifting cable and control panels fully operational and functional units. It is the Contractor’s responsibility to field verify all dimensions and site conditions essential for the successful completion of the work. The Contractor shall not be entitled to any additional compensation for any work or expense resulting from the neglect of verifying all existing site conditions.

The equipment proposed must be provided by a manufacturer exhibiting a minimum of five (5) years of experience in the design, fabrication, and assembly of submersible pumps for industrial use.

All Contractors submitting bids are to carefully examine the site 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, 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. This procurement project does not require the bidder to possess a current license from the State Licensing Board for General Contractors, Montgomery, AL.

The work performed under this contract shall not commence until the Contractor has submitted a Performance Bond and Certificate of Insurance in an acceptable form. Performance Bond shall be in an amount equal to 100% of the contract price; 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.



Alabama State Port Authority **Requisition and Proposal**

Project Name MMBP Pier Electrical Refurbishment – Submersible Pump Procurement

Project No. 11173 Task No. 02

(REVISED)

2 | Page

Per the technical specifications, the bidder is required to submit a delivery schedule with the bid. All items as specified shall be completely delivered to the project site in an area to be determined by the Owner. The successful bidder will be required to complete the delivery under the contract per the dates outlined in their submitted delivery schedule.

The Contractor will agree to comply with the safety rules, standards and regulations of the Federal Occupational Safety and Health Administration (OSHA) applicable to each of its operations, and to those established and recommended safety standards inherent in the industry; and to comply with U.S. Coast Guard regulations applicable to waterfront facilities and the policies of the Alabama State Port Authority while occupying any property of the Alabama State Port Authority.

The Alabama State Docks is a full time operating facility; operating 24 hours a day, 365 days a year, including nights, weekends and holidays. The successful Contractor will be required to familiarize itself with and conform to all Port safety requirements and procedures.

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 link below: <https://www.alports.com/port-access/>

This project does not require Port Access Credentials.

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 Certificate of Compliance and returning it to the Alabama State Port Authority with your bid package along with proof of the contractor's enrollment in the e-verify program. The following E-Verify website link is provided for convenience:

http://www.dhs.gov/files/programs/gc_1185221678150.shtm.



Alabama State Port Authority
Requisition and Proposal

Project Name MMBP Pier Electrical Refurbishment – Submersible Pump Procurement

Project No. 11173 Task No. 02

(REVISED)

Contractor's Proposal				
The Contractor hereby agrees to perform the 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
1. Bonds & Insurance	1	EA	LS	\$ _____
2. Submersible Pumps and fittings as indicated in the Scope of Work specifications.	2	EA	LS	\$ _____
3. Control Panel as indicated in the Scope of Work specifications.	2	EA	LS	\$ _____
4. Delivery to site of all specified equipment	1	EA	LS	\$ _____
<u>TOTAL BID</u>				\$ _____

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 2:30 P.M. on Tuesday, June 27, 2023. Sealed bid proposals can also be hand delivered to the Killian Room starting at 15 minutes prior to the official bid opening at 3:00 PM on Tuesday, June 27, 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 3:00 P.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, 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. The proposals shall be filled in ink on the form provided herein and all blank spaces in the form shall be fully filled. The Contractor’s signature shall be in long hand and the complete form shall be without interlineations, alteration or erasure.
5. 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.



Alabama State Port Authority
Requisition and Proposal

Project Name MMBP Pier Electrical Refurbishment – Submersible Pump Procurement

Project No. 11173 Task No. 02

(REVISED)

6. 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.
7. 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.
8. 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.
9. Any questions regarding the procurement should be directed to Tom Alvarez, Project Manager, at phone number (251) 441-7534 or email tom.alvarez@alports.com.
10. All questions about the meaning or intent of the Contract documents shall be submitted to the Project Manager in writing. Replies will be issued by Addenda to all parties recorded as having received the bidding documents. All addenda so issued shall become part of the Contract documents. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Deadline to submit questions is Thursday, June 22, 2023 at 10:00am.
11. 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.
12. The cost of all items ancillary to the project shall be absorbed into the cost of the bid items. No separate payment shall be made for these items.

SIGNATURES

Receipt of following addendums is acknowledged:

- Addendum No. _____
- Addendum No. _____
- Addendum No. _____
- Addendum No. _____

REFERENCED DOCUMENTS

- Alabama State Port Authority – Insurance Requirements for Contract Work
- Certificate of Compliance with the Beason-Hammon Alabama Taxpayer & Citizen Protection Act
- Included Scope of Work Specifications



Alabama State Port Authority
Requisition and Proposal

Project Name MMBP Pier Electrical Refurbishment – Submersible Pump Procurement

Project No. 11173 Task No. 02

(REVISED)

Contractor's Signature:

Contractor

Company _____

Name

Title

Date

Signature of Party Originating Requisition:

Tom Alvarez
Project Manager

Date



Alabama State Port Authority

Requisition and Proposal

Project Name MMBP Pier Electrical Refurbishment – Submersible Pump Procurement

Project No. 11173 Task No. 02

(REVISED)

6 | Page

SCOPE OF WORK SPECIFICATIONS

1.0 GENERAL

- 1.01 GENERAL DESCRIPTION:** The **SUPPLIER** shall furnish complete, factory-built and tested, commercial grade, simplex pumps consisting of two independent submersible non-clog pumps complete with motor, motor cable, and remote UL labeled control panel with NEMA 4X enclosure. Pumps, with motor cable, appurtenances and lifting cable, shall be designed for continuous operation under submergence, without leakage.
- 1.02 SUBMITTALS:** The **SUPPLIER** shall furnish with their proposal specifications, engineering data and drawings detailing the equipment to be furnished including, dimensional data, materials of construction, size, weight, performance data and curves showing overall pump efficiencies, flow rate, head, brake horsepower, motor horsepower, speed and shut-off head, etc. After receipt of notice to proceed, the **SUPPLIER** shall furnish a minimum of three (3) sets of shop drawings detailing the equipment to be furnished specifications and engineering data including: operating and maintenance manuals, dimensional data, materials of construction, size, weight, performance data and curves showing overall pump efficiencies, flow rate, head, brake horsepower, motor horsepower, speed and shut-off head, control schematics, etc.
- 1.03 MANUFACTURER:** two submersible pumps with integral 1200 rpm motor, complete with all appurtenances, and control panel shall be supplied by one pump manufacturer. The **SUPPLIER** shall be responsible for the satisfactory operation of all the equipment. The company shall submit detailed installation and user instructions for its product, submit evidence of an established service program including complete parts and service manuals.
- 1.04 EXPERIENCE CLAUSE:** The equipment furnished hereunder shall be the product of a company experienced in the design and manufacture of submersible pumps specifically designed for use in low pressure systems. All manufacturer's equipment for this project shall have at least five years of experience in the design and manufacture of units of identical size(s) and performance to the specified units.
- 1.05 REFERENCE STANDARDS:** Comply with applicable provisions and recommendations of the following, except as otherwise shown or specified:
1. Standards of the Hydraulic Institute
 2. National Electric Code
 3. Standards of National Electrical Manufacturers Association
 4. Institute of Electrical and Electronic Engineers
 5. American National Standards Institute
 6. Standards of American Water Works Association



Alabama State Port Authority

Requisition and Proposal

Project Name MMBP Pier Electrical Refurbishment – Submersible Pump Procurement

Project No. 11173 Task No. 02

(REVISED)

7 | Page

1.06 OPERATING CONDITIONS: The pumps shall be capable of delivering approximately 175 GPM against a rated total head of 12.5 feet normal running with capability to run with a minimum head of 8 ft. The existing discharge pipes are 4" diameter and have a 10.5 ft vertical differential elevation to a gravity discharge.

1.07 WARRANTY: The pump MANUFACTURER shall provide a parts warranty for all equipment parts and accessories, including level control panel and components, for a period of twelve (12) months after notice of OWNER'S acceptance, but no greater than fifteen (15) months after receipt of shipment. Any manufacturing defects found during the warranty period will be reported to the SUPPLIER by the OWNER and will be corrected by the MANUFACTURER at no cost to the OWNER. The pump motors shall be guaranteed to operate fully submerged, without risk of damage, indefinitely, and capable of running dry without damage to components under partially submerged or non-submerged conditions.

2.0 PRODUCT

2.01 PUMP: The pump shall be integral, motor-driven, solids-handling pump with dual tandem mechanical seals. The rotor shall be constructed of stainless steel with a stainless-steel shaft. Plating on the rotor will not be acceptable. The hydraulic section shall be designed to reduce the risk of clogging. The impeller shall be of a multi-vane, semi-open, non-clog design. The pumps shall be designed to pass solids 2 ¼" in diameter. Pump shall be vertical discharge or provided with a 316 stainless steel flanged 90 degree elbow

The design of the pump shall include:

- 316 Stainless Steel Case
- 316 Stainless Steel Impeller
- 316 Stainless Steel fasteners and hardware
- 316 Stainless steel shaft
- Sized for 175 GPM at 12.5 ft hd. Capable of minimum head of 8 ft.
- Balanced rotating assembly.
- A hermetically sealed enclosure
- Dual carbon/ceramic or silicon carbide/silicon carbide seals located in tandem.
- UL Listed
- Pump power cord length 20 ft
- Fitted with 20 ft. type 316 stainless steel lifting chain or cable. The working load of the lifting system shall be 50% greater than the pump unit weight.



Alabama State Port Authority Requisition and Proposal

Project Name MMBP Pier Electrical Refurbishment – Submersible Pump Procurement

Project No. 11173 Task No. 02

(REVISED)

8 | Page

2.02 ELECTRIC MOTOR: The motor shall be NEMA Design B, normal starting torque, normal slip, squirrel cage induction motor, 1200 rpm, 480 Volt, 60 Hertz, 3 Phase, submersible, continuous duty, and watertight Class B with epoxy seal on motor ends for secondary moisture control with Class F moisture resistant insulation. The pump motor shall be equipped with moisture sensor and temperature limiter and provided with protection against running overloads or locked rotor conditions using built-in overload protection with automatic reset, integral thermal overload protector incorporated into the motor, by ambient compensated quick-trip heaters, or adjustable motor circuit protectors provided in the controls. The motor shall be equipped with ball-type anti-friction bearings. Sleeve type bearings are not acceptable. This motor protector combination shall have been specifically investigated and listed by Underwriters Laboratories, Inc. for the application.

The design of the pump motor shall include:

- Motor shall be designed for continuous operation when fully submerged and capable of running in a non-submerged or partially submerged condition without damage to components.

- Motor shall be non-overloading for the entire pump operating curve.

- Pump motor cable shall be designed for submersible duty and shall be indicated by code or legend permanently applied to cable.

- Motors shall be provided with a service factor of 1.15.

- Motor thrust bearings shall be designed for continuous thrust loads under all conditions of pump operation from zero head to shut-off. The anti-friction bearings shall be rated for a minimum B-10 life of 30,000 hours.

2.03 MECHANICAL SEAL: The pump/core shall be provided with dual tandem mechanical shaft seal to prevent leakage between the motor and pump. The seal shall have a stationary ceramic seat and carbon rotating surface or silicon carbide seat and silicon carbide rotating surface with faces precision lapped and held in position by a stainless-steel spring.

2.04 CORE UNIT: The pump station shall have an easily removable core assembly containing pump, motor, all motor controls, and wiring. The watertight integrity of the core unit shall be established by 100% factory test at a minimum of 5 PSIG.

2.05 CONTROLS: Each control panel will control the operation of one pump and will include a high-level alarm, overload light, hour meter and a lockable through the door disconnect on the inner door to turn the pump on at high level and turned off at low level. For increased reliability, pump ON/OFF and high-level alarm functions shall not be controlled by the same switch.



Alabama State Port Authority **Requisition and Proposal**

Project Name MMBP Pier Electrical Refurbishment – Submersible Pump Procurement

Project No. 11173 Task No. 02

(REVISED)

9 | Page

Enclosure to be NEMA Type 4 316 stainless steel control panel for indoor and outdoor use. Must be U/L Listed. Includes Pump run switch (three position TOA with spring return to off from test), indicator light for power to pump motor, indicator light for control power on, indicator light for motor overload, high water alarm, hour meter, and alarm LED dome light.

The pump will be furnished with a NEC severe service "s", type-STOW or SJTOW power cable, pre-wired and watertight to meet UL requirements. The power cable shall be sealed at the motor end as it enters the motor casing. The conductors within the jacketed cable shall be sealed with epoxy. The outer jacket of the cable shall be oil and water resistant.

2.06 SAFETY: The pump station and controls shall be free from electrical and fire hazards as required in an industrial environment.

The pumps shall meet accepted standards for plumbing equipment for commercial use, shall be free from objectionable noise, odor, or health hazards, and shall have been tested by an independent laboratory to certify its capability to perform as specified in either individual or low-pressure sewer system applications.

2.07 DELIVERY: All pumps, control panels and appurtenances will be delivered to the job site, 100% completely assembled, including testing, ready for installation. Pump cores (integral pump and motor) will be shipped ready to be installed in the basin.

The SUPPLIER shall submit a delivery schedule with the bid and will be required to complete the delivery under the contract per the dates outlined in their submitted delivery schedule.

2.08 Level Control Float Switch: Each pump to be supplied with three Polypropylene encased mercury float switches with 20' SJOW electrical cables. Float switches to be mounted to an 8" diameter level control epoxy coated mounting plate.

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 State 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 \$3,000,000 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 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: _____

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