



PORT OF MOBILE
ALABAMA PORT AUTHORITY

Requisition and Proposal

Project Name Building 55 Exterior Sealing and Painting

Project # 11360 **Task #** 1

To: Prospective Bidders

Date: October 2023

Delivery of Proposal: Alabama State Port Authority (ASPA) Locations identified below in Bid Procedure	Delivery of Work: Alabama State Port Authority, Main Docks 1400 State Docks Boulevard, Mobile, AL 36603
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Description of Work

This Requisition solicits proposals for sealing and painting the exterior of Building 55 at the ASPA Main Docks in Mobile Alabama in accordance with the requirements stated herein, attached specifications, attached insurance requirements, and applicable State of Alabama Laws. The work consists principally of providing bonds, labor, materials, equipment, insurance, and supervision necessary for the work described in this package.

All Contractors submitting bids are to carefully examine the site of the proposed work by appointment only 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. All bidding Contractors must hold the proper license from the State Licensing Board for General Contractors, Montgomery, Alabama.

Mandatory Pre-bid Meeting date: Thursday, November 9, 2023 at 9:00 a.m. Meet in the Lobby of the International Trade Center (250 North Water Street, Mobile, AL). A site visit will be included. Bidders without proper access credentials should contact the project manager at least 24 hours in advance to set up an escort into the facility.

The work performed under this contract shall not commence until the Contractor has submitted the following in an acceptable form: a Performance Bond, a Labor & Material Bond, and a 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 will be required to complete 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 the operations of the facility ongoing in the immediate and adjacent areas. Work will start not later than 10 calendar days after receipt of notice to proceed. It is ASPA's intent is that work hours will be during normal ASPA weekday business hours however, weekend and Holiday access may be arranged.

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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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 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 occupants of the building 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. Therefore, exclusive of Sundays and national holidays, for each day that the work remains incomplete after the time specified, an amount of \$100.00 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.

Subsequent to the final acceptance of this project by the Engineer, the following requirements must be satisfied by the Contractor before final payment can be made:

- a) The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.
- b) The Contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.
- c) The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- d) The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
- e) If any purchased items have been incorporated in the work, the Contractor must furnish a letter on his letterhead assigning those warranties to the OWNER. Copies of said warranties shall be bound in one binder and submitted along with the letter assignment.

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. In addition, the bidding company shall submit with their bid evidence that the company is enrolled in the E-Verify system. The following E-Verify website link is provided for convenience: <https://www.e-verify.gov/>



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IMPORTANT NOTICE TO BIDDERS REGARDING ACCESS TO ASPA RESTRICTED FACILITIES:

All individuals doing any work on this project, including operators, supervisors, maintenance personnel, truck drivers, etc. must have a valid Transportation Worker Identification Credential (TWIC) card, ASPA badge and an ASPA vehicle decal with no exceptions. Information regarding ASPA's access policy is provided on the ASPA website at the link: <https://www.alports.com/port-access/>



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Contractor's Proposal – Schedule of Prices

The Contractor hereby agrees to provide specified equipment and perform the specified work for the prices outlined in the following schedule. ASPA reserves the right due to budgetary constraints to remove the work in any of the areas noted.

Description	Lump Sum Price
1. Project Bonds, Insurance, Mobilization including Port Access Credentials and Demobilization including cleanup	\$ _____
2. Prep masonry surfaces and fill cracks and gaps in exterior surfaces with materials approved by Owner	\$ _____
3. Apply one coat of Sherwin Williams Loxon Conditioner to painted exterior surfaces	\$ _____
4. Apply two coats of Sherwin Williams Loxon XP Waterproofing Masonry Coating to painted exterior surfaces	\$ _____
5. Prepare and paint exterior metal surfaces with one coat of Sherwin Williams Macropoxy 646 Epoxy Primer and one coat of Acrolon 218 Acrylic Polyurethane	\$ _____
TOTAL BID	\$ _____



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Bid Procedure:

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 no later than one hour prior to the Bid Opening. Sealed bid proposals can also be hand delivered to the Killian Room starting at 15 minutes prior to the official bid opening at 9:00 AM on Friday, November 17, 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 9:00 AM. 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 Pete Olivero, Project Manager, at (251) 622-2688 or email pete.olivero@alports.com. Replies will be issued by Addenda. All addenda so issued shall become part of the Contract Documents. Only questions answered by formal written Addenda will be binding. Deadline for submitting questions is 5 calendar days prior to bid opening.
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 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.



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SIGNATURES

Receipt of following addendums is acknowledged:

Addendum No. _____

Addendum No. _____

Addendum No. _____

ATTACHED DOCUMENTS

Alabama State Port Authority – Insurance Requirements
Beason-Hammon Alabama Taxpayer and Citizen Protection Act Certificate of Compliance

<p>Contractor's Signature: _____</p> <p>Contractor Company _____</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-top: 1px solid black; width: 33%;"></td> <td style="border-top: 1px solid black; width: 33%;"></td> <td style="border-top: 1px solid black; width: 33%;"></td> </tr> <tr> <td style="text-align: left; padding-top: 5px;">Name</td> <td style="text-align: center; padding-top: 5px;">Title</td> <td style="text-align: right; padding-top: 5px;">Date</td> </tr> </table>						Name	Title	Date
Name	Title	Date						

Pete Olivero

October 31, 2023

Pete Olivero, PE, PLS
Project Manager

Date



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Contractor shall adhere to the following requirements:

1. The purpose of this project is to greatly reduce or eliminate water infiltration through openings in the exterior brick walls. Contractor shall fill exterior gaps, cracks, joints with caulk or masonry crack filler approved by Owner.
2. Submit product data and color samples to ASPA within 5 days of effective date of Notice to Proceed.
3. ASPA shall have sole discretion of color selection and will make selection within five working days of the date the contractor provides acceptable color samples.
4. Prep, patch, prime and paint all exterior wall surfaces, stairs, ladders and supports. Equipment attached to the walls shall be prepped and painted in the same manner as adjacent similar material.
5. Do not paint aluminum window frames, glass, sidewalks, driveways, or other objects intended to be unpainted.
6. Deliver to ASPA a one-gallon container, properly labeled and sealed, of each color and type of finish coat paint used.
7. The specified products are listed in Items 3 through 5 of the 'Contractor's Proposal – Schedule of Prices'. Substitute products shall not be used without prior written approval of ASPA. It is the obligation of the contractor to prove that substitute products equal or exceed the performance of the specified products.
8. Comply with manufacturer's written instructions for use of specified products.
9. Protect glass, other unpainted surfaces, adjacent equipment, plants, and vehicles from paint spray, splatter or drops. It is the contractor's responsibility to prevent and repair damage to surrounding objects caused by the contractor's activity.
10. The photos provided herewith are for the contractor's convenience but are not intended to be a substitute for an in person site visit. The pre-bid meeting is mandatory. Contact the ASPA Project Manager if the contractor would like to request a site visit at another date and time.



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West Elevation



South Elevation





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East Elevation



North Elevation



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.

****NOTE* Proof that coverage for overdraft (paint overspray/sandblasting) coverage is included must be provided in writing prior to commencement of work.***

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