**Request for Qualifications / Request for Proposals** 



# **PROFESSIONAL SERVICE CONTRACT**

RFP#: ASPA-TS-2025-02 ENVIRONMENTAL ON-CALL SERVICES

# May 2025

Issued By ENVIRONMENTAL & PROGRAM MANAGEMENT DEPARTMENT ALABAMA STATE PORT AUTHORITY

> John C. Driscoll, Director & CEO Kay Ivey, Governor of Alabama

#### Professional Service Contract Request for Qualifications and Proposals Alabama State Port Authority RFP#: ASPA-TS-2025-02 ENVIRONMENTAL ON-CALL SERVICES

#### 1.0 INTRODUCTION

The Environmental and Program Management Department of the Alabama State Port Authority (ASPA) will receive sealed proposals from Qualified Consultants to provide professional services for "as needed" Environmental services. Services may include project/program management, staff augmentation, environmental studies, planning, grant application support, environmental investigations, laboratory analyses, environmental remediation, preparation of RFPs and bid documents for contractor services, construction management and other technical support as required. These will be outlined in more detail in **Section 3.1 – "Scope of Services"** of this solicitation.

Details on the requirements of the Request for Qualifications and Proposals (RFP) and the criteria for selection will be described in more detail in subsequent sections of this document. All respondents must meet all requirements to perform business in the State of Alabama. All times noted within this document are local times. Any requests for information must be given in written form. No verbal inquiries will be recognized.

To facilitate the review and award of a contract, the Request for Qualifications and Request for Proposals is combined into one step, hereafter referred to as Request for Proposals (RFP). Respondents are **HIGHLY** encouraged to focus on their strongest capabilities, particularly within their local offices, rather than attempting to present a response that encompasses every expected type of service described in this solicitation. An emphasis will be placed on local capabilities and as such the Respondent must clearly document within their submission any portion of the Scope of Services anticipated to be performed outside of offices local to the Mobile area.

It is anticipated that multiple contracts will be awarded under this solicitation. Using qualification-based selection criteria, Contract(s) will be awarded for a period of one (1) year, renewable in one (1) year increments up to five (5) years maximum. Annual renewals will be contingent upon mutual agreement of all parties, satisfactory performance and stability of hourly rates. Services will be performed on a time and materials basis under individual task orders on an "as-needed basis" throughout the duration of the Agreement. The aggregate capacity of all awarded contract(s) over the five (5) year term is \$5,000,000.

Services will be performed under individual task orders on an "as-needed basis". The task order will consist of a narrative description of the task, detailed scope of work to complete the task and detailed cost estimate for completion of the scope of the task along with any supporting information for the scope and task. The task order is to be performed on a time and materials fee basis, not to exceed the estimated cost. Consultants selected under this solicitation that provided grant support planning services related to grant applications are hereby notified that they may be barred from performing additional work funded by the same grant. This RFP does not preclude ASPA from procuring similar services by other means nor guarantees the selected Respondents any minimum amount of work.

#### 2.0 STATEMENT OF NEEDS

The ASPA seeks to obtain these services in order to have in-place a range of competitively selected environmental "on call" professional service contracts to meet the varied requirements of the Port Authority. For the purpose of this RFQ, no tasks will require use of watercraft or require work within 50 feet of an operating railroad track. As stated previously, it is anticipated that the ASPA will award multiple contracts under this solicitation based on individual respondent's strengths and experience in a particular area. Examples of broad areas of need include:

- RCRA Facility investigations and support.
- Environmental planning services including wetland delineation and mitigation, permitting for air, stormwater, dredge authorizations, and Phase 1 environmental site assessments.
- National Environmental Policy Act (NEPA) and Section 106 Cultural Resources support.
- Environmental media sample collection and analyses.
- Environmental remediation involving implementation of approved work plans, industrial or hazardous waste disposal services, asbestos abatement, lead paint abatement.
- Emergency biohazard remediation.
- Indoor Air Quality services including investigation and abatement plans, as needed for mold and other specific concerns.

These are only examples of possible broad areas and how they may be subdivided for contract award. It is provided for information only to assist respondents in focusing on their respective areas of strength in their response.

#### 3.0 GENERAL INFORMATION

The ASPA intends to procure multiple, qualified firms to support the environmental activities for ASPA. The selected firm(s) will work under an "on-call" contract which will be utilized as needed. The aggregate capacity of the contract(s) over the five (5) year term is \$5,000,000. Selection for this contract does not guarantee any minimum services for the selected respondent(s).

#### 3.1 Scope of Services

Professional environmental services for multiple specific task orders will be issued as a need arises. The areas of work are wide ranging and briefly explained below. It is understood that not all respondents will have experience in every area described. Still, those respondents are encouraged to submit as well. Sub consultant work under these contracts shall be kept to a minimum. As such, prime firms submitting are discouraged from constructing teams in order to meet all of the potential work listed in this section. Examples of the tasks anticipated are as follows:

• Environmental due diligence assessments, and other technical support related to environmental requirements.

- Prepare Categorical Exclusion, Environmental Assessment, or Environmental Impact Statement and provide support with federal agency.
- RCRA permit modifications, investigation work plans and oversight, reporting to ADEM/USEPA.
- Sediment sample collection from Dredge Material Containment Facilities.
- Indoor air quality sample collection and analysis for mold or other specific concerns.
- Asbestos sample collection and analysis.
- Industrial and hazardous waste sample collection and waste profiling with ADEM.
- Waste disposal services to include loading and transporting to landfill.
- Wetland delineation and mitigation planning.
- Industrial hygienist support.
- Asbestos abatement.
- Lead paint abatement.
- Mold remediation.
- Soil and groundwater remediation.
- Provide technical support for ASPA Environmental.

#### 3.2 Procurement

ASPA will use a combination one step RFQ/RFP selection process for this Service Contract.

Contracts awarded under this solicitation will be for an initial one (1) year term with up to four (4) annual renewals for a total of up to five (5) years. Annual renewals will be contingent upon satisfactory performance and stability of hourly rates. The aggregate capacity of all awarded contract(s) over the five (5) year term is \$5,000,000.

#### 3.3 Federal and State of Alabama Requirements

- a. U.S. Coast Guard regulation 33 CFR 101.514 designates certain areas of the ASPA as a Restricted Facility and requires compliance with our Access. The ASPA Access Policy requires all persons requesting temporary access to these restricted areas to obtain and display an ASPA issued photo ID badge or visitor badge at all times when accessing or working in these areas. In order to obtain an ASPA credential, applicants must also obtain a Transportation Worker Identification Credential (TWIC) and undergo mandatory Security Awareness Training. Information on ASPA access requirements can be found at <a href="https://www.alports.com/port-access/">https://www.alports.com/port-access/</a>.
- b. Federal Railroad Administration safety requirements of Title 49, Part 214 of the Code of Federal Regulations (CFR) will be applicable when accessing an area within 25 feet of an active track center line. CFR requirements may be found at <u>http://www.access.gpo.gov/nara/cfr/waisidx 02/49cfr214 02.html</u>.
- c. Beason-Hammon Alabama Taxpayer & Citizen Protection Act is applicable to any business entity contracting with the Alabama State Port Authority. The E-Verify website link is provided for convenience: <u>http://www.dhs.gov/files/programs/gc1185221678150.shtm</u>.

#### 3.4 Schedule

ASPA currently anticipates conducting this procurement in accordance with the following list of milestones. This schedule is subject to revision and ASPA reserves the right to modify this schedule as it finds necessary, at its sole discretion.

•	Advertise RFP:	May 29, 2025
•	Deadline to submit questions:	June 13, 2025
•	ASPA Response to questions:	June 18, 2025
•	RFP Submission:	June 30, 2025
•	Short List Interview Date (If required):	July 7, 2025
•	Notification of Intent to Award Date:	July 31, 2025
•	Year 1 Commencement Date (NTP):	August 15, 2025
٠	Year 1 Expiration Date:	August 14, 2026

Note that the contract must be signed within 10 days of the issuance of the Intent to Award.

#### 3.5 ASPA's Point of Contact

ASPA's sole point of contact (POC) for matters related to the RFP shall be Gretchen Barrera, P.E., Environmental Director. ASPA's POC is the only individual authorized to discuss the RFP with any interested parties, including Respondents. All communications with POC about this RFP shall be in writing addressed as follows.

> Alabama State Port Authority Attn: Gretchen Barrera, P.E., Environmental Director P.O. Box 1588 Mobile, AL 36633 Phone: 251-441-7086 Email: <u>Gretchen.Barrera@ALports.com</u>

ASPA disclaims the accuracy of information derived from any source other than POC, and the use of any such information is at the sole risk of the Respondent.

#### 3.6 Acknowledgement of Receipt of RFP Revisions, and/or Addenda

Respondent shall provide to ASPA the Acknowledgement of Revisions and/or Addenda set forth as Attachment 3.6, signed by the Respondent's Principal Officer with the submission of the RFP package.

#### 4.0 CONTENTS OF RFP SUBMISSION PACKAGE

#### 4.1 General

Responses to this RFP will be used to select multiple firms to provide professional services as described herein related to Environmental. The Proposal submitted shall consist of two (2) separate components; a <u>Statement of Qualifications (SOQ)</u> and a <u>Rate Schedule</u>. Details for the submittal are described in the following subsections of this solicitation.

Written proposals will be evaluated by a selection committee of ASPA staff. Members of the selection committee will independently review each of the proposals and score it using the criteria in Section 4.4.

In order to be considered for selection, Respondents must submit a complete RFP proposal. A complete RFP proposal must include all the items listed herein.

#### 4.2 Contents of Proposal

**4.2.1** Cover Letter (1-page) containing at a minimum: Company name, contact name, address, fax number, and email address.

4.2.2 SOQ Submission Verification (MUST BE INCLUDED AS THE LAST PAGE OF YOUR SUBMISSION)

By signature below I verify that I have read and understand this request for qualifications, including:

- Willingness to perform all work within the ASPA Board of Directors approved fee
- Willingness to sign ASPA's Standard Form Agreement
- Timely execution of the contract
- Confirmed number of Addenda issued: \_\_\_\_\_\_

I hereby submit these qualifications for consideration.

SUBMITTING FIRM NAME:				
SIGNATURE OF PRINCIPAL:				
PRINTED NAME OF PRINCIPAL:				
DΔTE·				

**4.2.3** The Respondent shall prepare a Statement of Qualifications (SOQ) document and place it in a separate sealed envelope within the submission package. The SOQ shall include a one (1) page cover letter, a one (1) page table of contents and a maximum of 20 pages to address the specific information that will demonstrate the qualifications and experience required by this RFP, for a maximum of 22 pages excluding Resumes and required forms.

**4.2.4** The Respondent should provide sufficient information to enable ASPA to understand and evaluate how the Respondent's local staff capabilities and experience contribute to their full spectrum of resources. For staff that would provide the services offered, this should include personnel resumes and relevant projects using the Personnel Resume Form attached hereto as Attachment 4.2.4. Resumes in the Respondents format are an acceptable alternative.

#### 4.3 Rate Schedule

The Respondents shall prepare a detailed hourly rate schedule for the proposed professional services and typical indirect expenses. The rate schedule is to include the hourly rates, reimbursable expenses, markup of indirect costs and other costs desired to be billable items. The rate schedule shall include all team members, and any sub-consultants anticipated to be used. The mark-up on sub-consultants will be limited to 5%.

Consultants and sub-consultants required to travel for ASPA projects will abide by the Alabama Port Authority Tavel Policy Section 2.1-2.11.1 provided in Attachment 4.3. Allowable expenses for flights, hotels, vehicle rentals and insurance, meals, and mileage reimbursement are provided in the travel policy.

One copy of the Rate Schedule shall be placed in a separate sealed envelope within the submission package. Only the Rate Schedule of the firm(s) selected for contract award will be opened and reviewed. The non-selected firms' Rate Schedules will be returned to them sealed and unopened.

#### 4.4 Selection Criteria

The ASPA Evaluation Committee will select "qualified" Respondents based upon the SOQ documents. Qualified Respondents may be invited to provide a presentation to the Evaluation Committee.

The evaluation system is as follows:

- Knowledge & Experience on the Potential Tasks- 250 points
- Professional Qualifications 200 points
- Capacity to Perform the Work 150 points
- Past Performance Record 150 points
- Geographic Location 150 points
- Knowledge of Facilities 100 points
- TOTAL 1000 points

#### 5.0 RFP SUBMISSION PACKAGE SUBMITTAL REQUIREMENTS

#### 5.1 Due Date, Time and Location

All submissions, including hand-delivered packages, US Postal Service express mail, or private delivery service must be delivered to the following individual at the following address by 3:00 p.m. CDT on June 30, 2025. Respondents shall furnish four (4) hardcopies and one (1) electronic copy on a USB drive in their submission package.

Alabama State Port Authority Attn: Gretchen Barrera, P.E. 250 North Water Street Mobile, AL 36602 (251) 441-7086

Neither fax nor email submissions will be accepted. Respondents are responsible for effective delivery by the above deadline, and late submissions will be rejected without opening and returned to the sender. ASPA accepts no responsibility for misdirected or lost proposals.

#### 5.2 Format

A sealed parcel containing the Statement of Qualifications and the Rate Schedule envelopes shall be submitted on the due date and time. The parcel shall be clearly marked to identify the RFP and to identify the contents.

#### 6.0 QUESTIONS AND CLARIFICATIONS

All questions and requests for clarifications regarding this RFP shall be submitted to ASPA's POC in electronic format (submission by email) by the deadline set forth in Section 3.4. No requests for additional information, clarification or any other communication should be directed to any other individual. No oral requests for information will be accepted.

ASPA's responses to questions for clarification shall be in writing and may be accomplished by an Addendum to this RFP. ASPA will not be bound by any oral communications, or written interpretations or clarifications that are not issued in writing or set forth in an Addendum.

#### 7.0 EVALUATION OF THE RFP SUBMISSION PACKAGE

ASPA will evaluate the submissions by virtue of scoring the Statement of Qualifications package using the selection criteria point system in Section 4.4.

ASPA may elect to interview any of the firms submitting prior to making a final selection. The interview will be an opportunity to present and discuss their "Proposal" with the ASPA Evaluation Committee. This potential interview should not be considered a marketing opportunity but will focus on the team members that will be performing the work for the task orders. Interviews will be limited to one (1) hour of question-and-answer discussion.

The winning respondent(s) will be selected on the basis of demonstrated competence and qualification for the type of services required without regard to fee. After selection of the "Most Qualified" respondent(s), an initial review, discussion and final negotiation of the Rate Schedule will be conducted. Failure to arrive at an acceptable cost for the services will result in rejection of the Proposer and commencement of contract discussion with the next highest ranked Respondent. At conclusion, the Rate Schedule will be submitted to the ASPA Board of Directors for approval.

#### 8.0 **<u>RIGHTS AND OBLIGATIONS OF ASPA</u>**

In connection with this procurement, ASPA reserves to itself all rights (which rights shall be exercisable by ASPA in its sole discretion) available to it under applicable law, including without limitation, the following, with or without cause and with or without notice:

- The right to cancel, withdraw, postpone or extend this RFP without incurring any obligations or liabilities.
- The right to modify all dates set or projected in this RFP.
- The right to suspend and terminate the procurement process for this RFP at any time.
- The right to issue addenda, supplements and modifications to this RFP.
- The right to respond to all, some, or none of the inquiries, questions and/or requests for clarification received relative to this RFP.

ASPA assumes no obligations, responsibilities, and liabilities to reimburse all or part of the costs incurred or alleged to have incurred by parties considering a response to and/or responding to the RFP. All costs shall be borne solely by each Respondent.

#### 9.0 ADMINISTRATIVE REQUIREMENTS

All Respondents shall comply with the following:

- State of Alabama restrictions upon former employees soliciting, performing work and or contracting projects with the State and ASPA.
- Beason-Hammon Alabama Taxpayer and Citizen Protection Act.

- For preparation of permit applications, workplans or reports submitted to ADEM, respondent shall be licensed to practice engineering in accordance with the provisions of Alabama Law and the State Board of Registration for Professional Engineers.
- For oversight of monitoring well or recovery well installation or modification, respondent shall be licensed to practice geology in accordance with the provisions of Alabama Law and the Alabama Board of Licensure for Professional Geologists.

ASPA does not discriminate against Respondent(s) because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

#### 10.0 INSURANCE

The Respondent(s) to whom this contract is awarded will be required to furnish insurance in accordance with Attachment 10.0.

#### 11.0 ATTACHMENTS

The following attachments are specifically made a part of, and incorporated by reference into, this RFP:

- ATTACHMENT 3.6 ACKNOWLEDGEMENT OF REVISIONS
- ATTACHMENT 4.2.4 PERSONNEL RESUME FORM
- ATTACHMENT 4.3 SPENDING AND TRAVEL POLICY, Section 2.1 2.11.1
- ATTACHMENT 4.4 SAMPLE SOQ SCORE SHEET
- ATTACHMENT 10.0 INSURANCE REQUIREMENTS



# ATTACHMENT 3.6

# ALABAMA STATE PORT AUTHORITY

# RFP#: ASPA-TS-2025-02 ENVIRONMENTAL ON-CALL SERVICES

# ACKNOWLEDGEMENT OF REVISION AND/OR ADDENDA

By signing this Attachment 3.6, the Offeror acknowledges receipt of the following revisions and/or addenda to the RFP for the above designated project which were issued under cover letter(s) of the date(s) shown hereon:

Addendum Number	Dated:
Addendum Number	Dated:
Addendum Number	Dated:
Addendum Number	Dated:

Signature

Date



# ATTACHMENT 4.2.4

# PERSONNEL RESUME FORM

Brief resume for personnel available for this project				
a. Name & Title:				
b. Task Assignment:				
c. Name of Firm with which you are now associated:				
d. Years experience: With this firm Years With Other Firms Years Please list chronologically (most recent experience first) your employment history, position and general experience or fields of practice for the last ten (10) years.				
Attach additional pages as needed.				
e. Education: Name & Location of Institution(s)/Degree(s)/Year/Specialization:				
f. Active Registration: Discipline/Registration #:				

g. Document the extent and depth of your relevant experience and qualifications. List at least three (3), but no more than five (5) projects with relevance to the services offered by submitter. For each project:

- 1. Note your specific responsibilities and authorities, not those of the firm.
- 2. Note whether experience is with current firm or with other firm.
- 3. Provide beginning and end dates for each assignment.

# ATTACHMENT 4.3

# Alabama State Port Authority Spending and Travel Policy



# Authorized By:

Legal Committee – December 3, 2024 Full Board – December 10, 2024 Resolution # 2024-69

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which the meal or refreshments are provided or consumed shall be directly related to the business of the Port.

# 1.8.2 Unallowable Entertainment

Departmental social functions in celebration of an event or a holiday or to promote fellowship among constituents are not reimbursable. Examples include retirement, introduction of new staff, and holiday parties.

Other unallowable entertainment expenses include, but are not limited to:

- Any expenses of family members or friends (unless otherwise allowed by this policy).
- Any expenses incurred among Port employees only.
- Any expenses at a concert, theater, spectator sporting event, amusement park or loud entertainment venue, such as a night club.
- Any expenses at an adult entertainment venue.

# 1.8.3 Documentation Required

The following information should be documented on the Expense Report or included as an attachment for Entertainment Expenses:

- Identification of the person or group to be entertained. This information includes titles, committee names, the field of interest of the person or group being entertained, the reason for meeting or event, and other relevant details. If a small group is being entertained (10 or fewer), the names of all persons attending must be shown; for larger groups, only the name or names of the honored guest or guests must be indicated, with the number of persons attending.
- A statement as to the reason or purpose of the entertainment, including the purpose and benefits of the program to the Port must be clearly indicated and understood by anyone outside the department reviewing the report.
- The date and place of entertainment.
- Itemized receipts for food and beverage purchases, regardless of total cost. Credit card slips are not acceptable documentation.

# 2. Travel

The Port will reimburse employees who travel on authorized Port business for actual and necessary expenses in accordance with the provisions of Ala. Code 36-7-21. It is expected that employees will use prudent judgment when incurring Port expenses for travel purposes. Anyone traveling on Port business is expected to exercise the same economy that a practical person would exercise when traveling on personal business. Excessive costs or unjustifiable costs are not acceptable and will not be reimbursed. The individual requesting reimbursement from the Port is responsible for ensuring that his or her expense and related reimbursement request complies with all applicable laws and regulations, is properly authorized, and is supported with necessary receipts and other documentation.

This policy is not intended to cover every possible situation. Special travel requirements or items of an unusual nature that are not covered in this policy should be discussed with Accounting.

#### 2.1 Roles and Responsibilities

## 2.1.1 Traveler

Individuals enter travel status when they leave their base. Base is defined as the employee's primary residence or work location, whichever is closest to the travel destination. Work location is defined as the office location to which an employee is assigned. Once an employee returns to base, they are no longer in travel status.

The traveler requesting reimbursement or payment bears the responsibility to:

- Submit Travel Request form to supervisor and the Port Director.
- Obtain and submit appropriate documentation of travel costs.
- Verify all expenses being reimbursed or paid by the Port are valid and in compliance with all Port policies and procedures. While the traveler may delegate responsibility for completing Expense Reports, the traveler retains accountability for ensuring submitted expenses are in compliance with all Port policies and procedures.
- Verify flight and hotel arrangements and ensure the schedule and booking are correct. Charges associated with scheduling errors are not allowable. While the traveler may delegate responsibility to a travel arranger to book travel, travelers are responsible for any scheduling errors made by a travel arranger.

By submitting an expense for reimbursement, the traveler is acknowledging acceptance of the terms and conditions of the reimbursement. The traveler is also attesting that the expenses for reimbursement have not been previously paid through a prior submitted Expense Report, cash advance, or by an outside agency or other third party.

#### 2.1.2 Approver

The approver is the individual authorized to approve the expenditures of others. The approver is responsible for:

- Reviewing Expense Reports and associated documentation to verify that all expenses are allowable and adequately substantiated. While an approver may delegate the responsibility of approving Expense Reports, the approver retains accountability for ensuring all approved expenses are in compliance with all Port policies and procedures.
- Reviewing and approving Expense Reports in a timely manner.

• Approving Expense Reports and attesting to the appropriateness of the expenditures.

# 2.1.3 Accounting

Accounting is responsible for reviewing Expense Reports prior to processing reimbursement to verify that expenses are reasonable and supported by appropriate documentation and meet the criteria established within these Port policies and procedures.

# 2.2 Expense Reports and Required Documentation

Expense Reports must be submitted after completion of the travel but within 30 days of return. Expense Reports submitted subsequent to 30 days after the completion date of the travel will be reviewed and considered by Accounting, but payment is not guaranteed. Any reimbursement after 60 days of travel be treated as income subject to withholding according to federal tax regulations (26 CFR 1.62-2). Tax withholding will be deducted from a subsequent salary check.

In order for a travel expense to be approved and processed, the expense must be properly substantiated. Itemized receipts for all expenses greater than or equal to \$25 are required, unless otherwise noted.

When receipts are unavailable, the Port may consider accepting the following documentation of incurred expenses:

- Canceled check or imaged check copy from bank or online banking system
- Copy of bank statement plus carbon of check from checkbook
- Customer copy credit card slip
- Credit card statement reflecting travel charges
- Bank statement which lists payee and amount

When the receipt for an expense greater than or equal to \$25 is lost or otherwise unavailable, and all measures to obtain a copy have been exhausted, the employee will be required to submit a missing receipt affidavit with the Expense Report.

The Port employee submitting the Expense Report should maintain copies of all required documentation until payment is made in case questions arise.

# 2.3 Approvals

The Port requires that all Travel Requests be approved and deemed necessary by the employee's supervisor and the Port Director (Ala. Code 36-7-21) in advance of the travel.

Expense Reports must be approved by the supervisor of the employee who is submitting the Expense Report. At any point in the approval process, an approver may forward the Expense Report for additional approvals. Once the additional

approval has been provided, the Expense Report will resume routing through the workflow.

By approving the Expense Report, the supervisor is certifying the submitted expenses are in accordance with this policy. An approver may delegate the responsibility of approving Expense Reports.

# 2.4 Travel Reimbursement Considerations

# 2.4.1 Travel Advances

The Port Authority does not advance funds for employee travel expenses. Exceptions can be made for air travel or other reservations that require advance booking and payment. Any advance payment related to travel must be noted in the Expense Report and approved by the Port Director.

#### 2.4.2 Trip Modification and Cancellation Fees

If conflicting Port business or a compelling personal reason (illness, death in the family) requires cancellation of an official trip, any credits or refunds from trip advances should be paid back to the Port Authority. The traveler should contact Accounting for instructions and documentation.

Reimbursement may be requested for non-refundable out-of-pocket travel expenses incurred before the cancellation. The reimbursement requires approval from the Port Director.

# 2.4.3 Combined Personal and Business Travel

If personal travel is combined with business travel, only the business portion of the trip is allowable. The individual should pay for the total expense out-of-pocket and submit the business portion of the expense for reimbursement.

In cases where official travel is interrupted or deviates from the most direct travel routes for personal reasons, the Port will not be responsible for any costs associated with the deviation.

#### 2.4.4 Rewards/Frequent Flyer Programs

The Port will not reimburse travelers for travel expenses paid for with rental car rewards, hotel points, frequent flyer miles, or other rewards programs. Travelers may retain accumulated rewards program benefits; however, if the traveler books a more expensive travel arrangement solely based on a rewards program, the cost differential is unallowable. Rewards program benefits should not influence travel selections.

#### 2.4.5 International Travel

Travel is considered international when it occurs anywhere outside the United States of America, the District of Columbia or Puerto Rico.

When submitting an expense incurred in a foreign currency, the traveler should translate the amount to U.S. dollars using the appropriate exchange rate and provide a credit card statement or bank statement to validate the total amount charged. The travel should notate the city of purchase on the Expense Report.

# 2.5 Air Travel

# 2.5.1 Fares, Upgrades, Fees

When traveling by commercial airline on official Port business within the continental U.S., travelers should plan well in advance to obtain the most economical fare available. Any upgrades, early boarding fees, seat selection fees, ticket life insurance, and ticket cancellation insurance are not allowable. Baggage fees that are reasonable and appropriate for the purpose and length of the trip are allowable.

For flights within the continental U.S. that are under four hours of total travel time, only coach/economy fares are allowable. For travel outside of the continental U.S., or for any flight over four hours total travel time, including stopovers and change of planes, Premium Economy or Comfort+ seating (or equivalent) is allowed. For flights over 14 hours total travel time, including stopovers and change of planes, Premium, Premium Select or Business Class (or equivalent) is allowed.

Travelers should utilize the airport located closest to the employee's work location or a nearby airport that has more favorable fares or flight times that improve overall travel cost and efficiency.

Exceptions to these requirements may be approved if no space is available in the most economical seating that allows the traveler to arrive on time and no other flight is available that will arrive by the appropriate time.

# 2.5.2 Changes, Cancellations, Unused Airline Tickets

It is the traveler's responsibility to verify flight arrangements and ensure all bookings are correct. Charges associated with scheduling errors are not allowable. Travelers are responsible for any scheduling errors made by a travel arranger.

When travel plans change for any reason, the traveler should notify their supervisor and Accounting if the traveler received an advance reimbursement for air travel. As an alternative to reimbursing the Port for the advance payment, an unused ticket or credit may be used for any upcoming planned and approved business trips.

If the traveler chooses to change an air reservation for personal reasons, the flight change fee is not allowable.

# 2.6 Ground Transportation

#### 2.6.1 Taxis, Shuttles, Ride Sharing Services

Taxis, shuttles, and ride-sharing services such as Uber or Lyft are allowable if use of the service is the most economical mode of transportation or when safety issues justify the use.

#### 2.6.2 Rental Car

Rental cars are allowable when the use of the rental vehicle is the most economical mode of transportation (e.g., taxi, Uber, rail) or when safety issues justify the use. The Port does not accept transportation for sight-seeing as justification for renting a vehicle.

#### Car Class and Features

Rental of up to an intermediate size vehicle is allowable. Larger vehicles may be allowable if there are three or more individuals traveling together, if the traveler is transporting a large amount of equipment, or if another valid business need exists.

#### Fuel for Rented Automobiles

Travelers should decline the pre-paid fuel option and refuel the rental car prior to returning to the rental agency. The cost of business-related fuel for rental cars is an allowable expense.

#### Documentation

The receipt and rental agreement, regardless of amount, must be attached to the Expense Report. Receipts for refueling the rental car should be submitted if in excess of \$25. If a vehicle is being used for both personal and Port travel, note the proportion of personal use on the voucher. Only the portion related to official Port business will be allowable.

#### Insurance

When renting a vehicle, The Alabama State Port Authority should appear somewhere on the rental agreement, so both the driver and the vehicle are covered by the Port's self-insurance program and excess liability insurance. If the rental agent cannot or is unwilling to add The Alabama State Port Authority on the rental agreement, as requested by the Port's insurer, please write —Rented on behalf of The Alabama State Port Authority for Reimbursable Business Travel and ask the rental agent to initial the agreement. The Port does purchase comprehensive and collision insurance for damage to vehicles rented at destination only. Consequently, the traveler should NOT purchase insurance from rental car agencies. The Port's coverage has a deductible of \$1,000 on collision. Prior to renting, please contact Risk Management for necessary documentation.

The purchase of insurance is allowed when an automobile is rented outside of the United States.

Prior to leaving the rental car location, the vehicle must be inspected, and any damage is to be noted on the rental agreement and acknowledged in writing by a representative of the rental car company. When returning the vehicle, the vehicle

should be inspected and if any damage was sustained while in the possession of the renter, an accident report should be filed with the rental car company and a copy provided to Risk Management.

## 2.6.3 Private Vehicle

#### Mileage Reimbursement

The traveler will be reimbursed up to the current IRS authorized mileage rate for miles incurred. The IRS mileage rate applies to electric and hybrid-electric automobiles, as well as gasoline and diesel-powered vehicles.

The Port will reimburse the round-trip mileage between the traveler's base and destination or for the actual miles traveled from origin to destination and back, whichever is less. Mileage related to a commute from the traveler's home to his or her primary work location is not allowable.

#### Airfare-In-Lieu of Mileage

Reimbursement for round trip mileage cannot exceed the cost of a round-trip flight. Reimbursement will be made at the current mileage rate or the lowest discounted airfare whichever is lower.

#### Travel within Mobile

Frequent local travel within Mobile city limits should be maintained on a mileage log and submitted at appropriate intervals via an Expense Report to claim reimbursement. Travel to and from a work location may not be reimbursed. The mileage log must include the date, destination, and reason for the trip, along with the recorded mileage and must be attached the Expense Report as documentation.

Under normal circumstances, travel between Port facilities will not be reimbursed.

# 2.6.4 Bus or Rail

Travel by bus or rail is allowable when it is less expensive than alternative transportation. Rail fare that exceeds the cost of the coach/economy airfare will only be allowed up to the airfare amount. Receipts, including method of payment, must be submitted with the Expense Report.

# 2.6.5 Port Fleet Vehicle

The Port maintains a small fleet of vehicles that may be used for official Port travel. Port-owned vehicles are available on a first-come, first-serve basis to properly licensed adults who are employed by the Port. A valid driver's license and current Motor Vehicle Record (MVR) are required.

Fuel purchases for fleet vehicles while traveling is an allowable expense.

# 2.6.6 Tolls and Parking Charges

Any parking and/or toll charges incurred are allowable expenses. Valet parking is only allowed when no other option is available or when safety concerns justify the use. An explanation for valet parking will be required with the Expense Report.

# 2.7 Lodging

Accommodations should be prudently planned in order to serve the best interests of the Port at the most reasonable cost. For all employee and non-employee travel regardless of destination, Port will allow actual costs of lodging up to \$250 per night before taxes. Conference rates in excess of \$250 per night are allowable. Any lodging rate greater than \$250 per night before tax that is not a conference rate requires additional explanation from the traveler as to why the lodging rate was necessary.

An itemized folio is required to substantiate all lodging expenses, even if under the \$25 receipt threshold. Credit card authorization slips are unacceptable. The dates of occupancy, the number of nights, and the total amount charged for lodging must be indicated on the folio. The folio should also indicate if the rate was a conference rate. If not, other supporting documentation for the conference rate should be provided.

Meals and Incidental Expenses included on the itemized folio require a separate itemized receipt in accordance with Section 2.8.

The above-stated nightly limits apply to lodging reserved through a home-sharing or rental service (AirBNB, VRBO, etc.). Employees will be reimbursed for these expenses upon travel completion.

# 2.8 Meals and Incidental Expenses

Meals and incidental expenses (M&IE) will be reimbursed to Port employees in accordance with the Standard Rate set by U.S. General Services Administration (GSA). For overnight travel, M&IE should not exceed the current Standard Rate of \$68 per day. Reimbursement of expenses that exceed the Standard Rate may be considered due to the travel location or other justified business reasons.

M&IE for partial day trips for Port employees with no overnight stay will be reimbursed depending upon the length and time of travel.

The established GSA rates may serve as guidance when considering M&IE reimbursement: https://www.gsa.gov/travel/plan-book/per-diem-rates.

Itemized receipts for food and beverage purchases are required, regardless of total cost. Credit card slips are not acceptable documentation.

#### 2.9 Miscellaneous Travel Expenses

# 2.9.1 Conferences

To claim reimbursement for conference registration fees, the attendee should submit any available conference brochures or other literature documenting the expense. A receipt, including the dollar amount and proof of payment must be submitted with the Expense Report.

## 2.9.2 Telephone & Internet

Phone calls, internet access, and fax expenses that are reasonable and necessary for conducting business while traveling are allowable.

## 2.9.3 Gratuities

Gratuities paid to food servers, taxi drivers, valet, room cleaning staff, etc. are allowable if deemed by administration to be reasonable and necessary. A gratuity of 20% is the generally accepted amount for food service and taxi fares, but there may be cases in which 20% is exceeded. Gratuities exceeding 25% will require explanation as to why the additional expense was necessary. Gratuities for valet, housekeeping, or bellhop service generally should not exceed \$7 per instance.

#### 2.9.4 International Passports and Visas

Expenses related to visa and passports required for business travel are allowable.

#### 2.9.5 Laundry Expenses

Expenses related to laundry and/or dry-cleaning charges that are reasonable and necessary will be allowable only when travel exceeds four or more consecutive nights and the charges were incurred while traveling.

#### 2.10 Prohibited Travel Expenses

The following expenses are not allowable.

- Purchases of alcoholic beverages (unless approved for entertainment purposes).
- Application fees related to trusted traveler programs such as TSA Pre-Check and the U.S. Customs and Border Protection Global Entry Program.
- Expenses related to personal travel.
- Travel expenses incurred by spouses, companions, or other family members except as stated in Spouse/Family Travel section.
- Medical expenses.
- Costs of safe charges, in-room movies, and recreational activities and excursions.
- Charges of traffic or parking violations, or other expenses incurred such as lost keys or keys locked in vehicles.

# 2.11 Non-Port Employee Travel

# 2.11.1 Professional Services/Independent Contractor

If a professional service agreement provides for a fee plus travel expenses, reimbursement is made according to the agreement signed by the parties but must be in accordance with this policy.

# ATTACHMENT 4.4 SOQ SCORE SHEET

#### RFP#: ASPA-TS-2025-02

#### ENVIRONMENTAL

CRITERIA	TO BE RATED	Maximum Points	Respondent 1	Respondent 2	Respondent 3	Respondent 4
1. Knowledge & Experience on the Potential Tasks	The firm/team knowledge and experience of the variety of Contract Services	250				
2. Professional Qualifications	The qualifications of firm members expected to participate on this Contract including relevant experience, technical experience, and professional registration or certification	200				
3. Capacity to Perform the Work (Multiple Disciplines)	The overall availability and adequacy of equipment, software and staff in both number and quality to perform the the services offered	150				
4. Past Performance Record	The past performance of the firm/team on projects or tasks that are relevant to the Contract services	150				
5. Geographic Location	The geographic location and Ability for Timely Response of the firm and/or team members relative to the ASPA facilities in Mobile, Alabama	150				
6. Knowledge of Facilities	The firm/team knowledge of the various facilities, equipment, structures and operations relative to the Contract services	100				
		1000	0	0	0	0
Ranking by Score						

#### ATTACHMENT 10.0 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 \$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 <u>any auto</u> 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).

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.

<u>BUSINESS ENTITY</u>. 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.

<u>EMPLOYER</u>. 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