

# Alabama State Port Authority

## Requisition and Proposal

**Project Name:** APM Terminals Dock Extension — Supply of Fenders

**ASPA Project #** 10481

**To:** Prospective Bidders

**Date:** March 2018

Please procure the following and deliver to the address below:

<p>Delivery of Proposal Alabama State Port Authority Locations as Identified Below in NOTES#3</p>	<p>Delivery of Work Alabama State Port Authority East Terminus of Virginia St. Mobile, AL 36603</p>
<p><b>Description of Work</b></p>	
<p>This Requisition solicits proposals to provide fender system materials complete and in accordance with the Plans and Technical Specifications for the "Supply of Fenders"</p> <p>All Bidders submitting bids are to carefully examine the Plans (Drawings FS1 through FS11) and Technical Specifications. Each Bidder shall satisfy oneself as to the character, quality, and quantities of materials to be provided, and as to the requirements of the proposed contract. The submission of a proposal shall be evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the contract work.</p> <p>The successful Bidder will be required to furnish a Performance Bond in an amount not less than the sum bid at the signing of the contract (form attached).</p> <p>The Bidder/Contractor will be required to complete the delivery under the Contract per the dates outlined in the specification. Failure to deliver within the specified time period will initiate liquidated damages in the amount of \$700.00 per calendar day exclusive of Sundays and National Holidays.</p> <p>The Bidder/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 contract work, or which in any way affect the conduct of the contract work.</p> <p>Compensation for the material shall be as per the following Schedule of Prices.</p>	



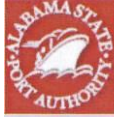
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<b>Contractor's Proposal</b>
The Contractor hereby agrees to provide specified equipment and perform the previously specified work for the prices outlined in the following schedule.

ITEM	DESCRIPTION	APPROXIMATE QUANTITIES IN PLACE	UNIT PRICE	DOLLAR AMOUNT
<b>OPTION 1</b>				
1	Supply of specified fender system and associated hardware as required for mounting on existing dock structure	50 Systems	\$/_____/system	
2	Supply of specified fender system and associated hardware as required for mounting in new concrete of dock extension	10 Systems	\$/_____/system	
3	Supply of Additional Rubber Cone Units as Shown on the Drawings	2 Cones	\$/_____/cone	
<b>OPTION 1 TOTAL BID</b>				
<b>OPTION 2</b>				
1	Supply of specified fender system and associated hardware as required for mounting on north half of existing dock structure	25 Systems	\$/_____/system	
2	Supply of specified fender system and associated hardware as required for mounting in new concrete of dock extension	10 Systems	\$/_____/system	
3	Supply of Additional Rubber Cone Units as Shown on the Drawings	2 Cones	\$/_____/cone	
<b>OPTION 2 TOTAL BID</b>				
<b>ADDITIVE ALTERNATE FOR OPTION 2</b>				
4	Supply of specified fender system and associated hardware as required for mounting on south half of existing dock structure (decision to order Item 4 will be made by 7/15/18). Delivery of Additive Alternate Fender Systems shall be complete by 2/15/19.	25 Systems	\$/_____/system	
<b>OPTION 2 TOTAL BID INCLUSIVE OF ADDITIVE ALTERNATE BID ITEM 4</b>				



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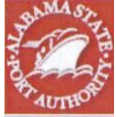
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### **NOTES:**

1. The submitted cost is the primary consideration for determining the winning Bidder from the pool of qualified responsive bidders. However, the ASPA (Alabama State Port Authority) may at its sole discretion select the low bidder for Option 1, the low bidder for Option 2 without the additive alternate or the low bidder for Option 2 with the additive alternate.
2. Bidder shall submit with Proposal the technical data sheets per the specification included.
3. Sealed bid proposals will be received via courier to the Alabama State Port Authority, 1400 Alabama State Docks Boulevard, Room 216, Administration Building, Mobile, Alabama, 36602 by 2:30 pm Tuesday April 10, 2018. Sealed bids can also be hand delivered from 2:45 to 3:00 p.m. on Tuesday, April 10, 2018 to the Alabama State Port Authority in the International Trade Center building, 250 North Water Street, 1<sup>st</sup>. Floor— Killian Room, Mobile, Alabama. No faxed or electronic bids will be accepted. The official bid opening will be conducted in the Killian Room at 3:00 p.m. on Tuesday, April 10, 2018. Each submission shall be placed in a sealed envelope with bidder's name, the project name, and the time and date of the bid opening shown on the outside.
4. A Bid Bond (form attached) or Certified Check made payable to the Alabama State port Authority and equal to five (5%) percent of the amount bid, not to exceed \$ 10,000, must accompany the Bid Proposal.
5. Any technical questions regarding this proposal solicitation should be directed to Mr. Stan Gottlieb, Project Design Consultant at Aptim Port Services at phone number 251-344-1913. Questions on procurement should be directed to Mr. Peter Olivero, P.E., ASPA Project Manager at 251-441-7533.
6. ASPA 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 ASPA.
  - b) Contractor default under previous Contract with the ASPA.
  - c) Proposal withdrawal or Bid Bond forfeiture on previous project with the ASPA.
  - d) Unsatisfactory work on previous contract with the ASPA.
7. The right is reserved, as the interest of the ASPA may require, to reject any and all bids and to waive informalities in bids received.

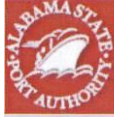


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SIGNATURES		
Receipt of following addendums is acknowledged: Addendum No.: _____ Addendum No.: _____		
Contractor's Signature:  Contractor Company: _____		
_____	_____	_____
Name	Title	Date



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**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, undersigned, \_\_\_\_\_  
 \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety,  
 are hereby held and bound unto The Alabama State Port Authority as **OWNER** in the Penal sum of \_\_\_\_\_  
 for the payment of which will and truly be made, we hereby jointly  
 and severally bind ourselves, successors and assigns. Signed, the \_\_\_\_\_ day of \_\_\_\_\_,  
 20\_\_.

The Condition of the above obligation is such that whereas the Principal has submitted to the Alabama State Port Authority a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the APM Terminals Dock Extension – Supply of Fenders.

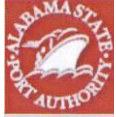
**NOW, THEREFORE,**

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the form of Contract attached hereto (Properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the panel amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its **BOND** shall in no way be impaired or affected by any extension of time within which the **OWNER** may accept such BID; and said Surety does hereby waive notice of any such extension.

**IN WITNESS WHEREOF**, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal:	
By:	
Surety:	
By:	



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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That: \_\_\_\_\_
(Name of Contractor)

\_\_\_\_\_
(Address of Contractor)

\_\_\_\_\_
(City, State, Zip)

I, a(n) \_\_\_\_\_ corporation, hereinafter called Principal, and
(state of domicile)

\_\_\_\_\_
(Name of Surety)

\_\_\_\_\_
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the Alabama State Port Authority hereinafter called OWNER, in the penal sum of \_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_) (100% of the Contract Amount) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, a copy of which is hereto attached and made a part hereof for the construction of:

APMT Dock Extension and Phase Three Yard Expansion – Supply of Fenders
Mobile, Alabama

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract of the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.



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PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

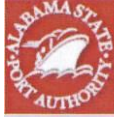
ATTEST:

_____	Principal
(Principal) Secretary	_____ (s)
(SEAL)	_____
_____	(Address)
(Witness as to Principal)	_____
_____	Surety

ATTEST:

_____	(Surety) Secretary
(SEAL)	BY: _____
_____	Attorney-in-fact
Witness as to Surety	_____
_____	(Address)
(Address)	_____
_____	_____

**NOTE: Date of BOND must not be prior to date of CONTRACT.  
If CONTRACTOR is Partnership, all partners should execute BOND.**



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State of \_\_\_\_\_

County of \_\_\_\_\_

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

DATE:

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

\_\_\_\_\_ by and between  
\_\_\_\_\_ (Contractor/Grantee) and  
\_\_\_\_\_ (State Agency, Department or Public Entity)

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

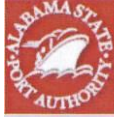
1. The undersigned holds the position of \_\_\_\_\_ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 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





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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