

# REQUISITION & PROPOSAL

ALABAMA STATE PORT AUTHORITY  
**CENTRAL GARAGE** DEPARTMENT

DATE 02/20/2013  
ORIGINATING DEPT NO. UPON REQUEST

TO: Prospective Bidders

Please procure the following and **DELIVER TO:**

ALABAMA STATE PORT AUTHORITY  
CENTRAL GARAGE  
ASD BOULEVARD  
MOBILE, AL 36602

## NAMES OF ARTICLES, SPECIFICATIONS AND PURPOSE

The Alabama State Port Authority Central Garage will be accepting bids for the purchase and delivery of the following:

ITEM	QTY	DESCRIPTION	LUMP-SUM PRICE
	2	New 10,000lb Forklifts meeting the attached minimum specifications.	

Recommended:

\_\_\_\_\_  
Gordon Sawyer, Manager, Central Garage

Approved:

\_\_\_\_\_  
H.S. Smitty Thorn Executive Vice President  
& COO

\_\_\_\_\_  
Bill Inge Manager GCI

\_\_\_\_\_  
Larry Downs, Chief Financial Officer

\_\_\_\_\_  
James K. Lyons, Director CEO

**BID SPECIFICATIONS**  
**MINIMUM 10,000 LB CAPACITY FORKLIFT TRUCK**  
**(2) Of (2)**

**This commercial item description covers a diesel powered industrial forklift that shall possess, but not limited to, the following characteristics and minimum general specifications.**

- 1. Machine shall be new and of the latest model available and shall come complete and ready to use and suitable for the purpose intended.**
- 2. Machine shall come equipped with all standard features and required safety equipment, including: Overhead Guard, Flashing Strobe, Operator Restraint System, Front Work Lights, Fire Extinguisher, Back-Up Alarm. Hydraulics and transmission will function only if operator is in the seat. Machine shall meet or exceed ANSI design specifications and comply with applicable OSHA and NFPA standards.**
- 3. Bid amount shall include delivery to ASD Central Garage, prepped and installed by factory representative and include (1) set of Owner, Operating, Parts, Repair and Maintenance manuals.**
- 4. Machine shall have a diesel powered engine, complying with all current emission, fuel economy and safety standards, minimum 74 HP tier 4 compliant, with parts and service locally available.  
The unit shall have Engine Protection Warning and Shutdown System.**
- 5. Machine shall have Powershift type transmission or approved equal, power steering, power assisted brakes and parking brake.**
- 6. Machine shall have high visibility, ITA Class III Mast, "see-through" type design, with MFH 157.0" with LBR, OAL 111.0", 2 stage limited free lift.**
- 7. Carriage shall be hook-type, ITA class III, minimum 60.0" Overall Width, with integral Sideshifter, 48" Pallet Forks and 48" load backrest.**
- 8. Unit shall have 3-Section Hydraulic Valve, with internal hosing and 3 Levers.**
- 9. Brakes shall be oil cooled internal wet disc type.**
- 10. Drive Tires shall be Dual Solid Soft Ride-8.25x15 and Steer Tires shall be Solid Soft Ride, 7.00x12. Option: 228x9/15**
- 11. Parts and Service shall be guaranteed in writing, to be available from a local parts and service center within 24 hours. Warranty shall be a minimum (1) year, 2000 hour, parts and labor and (2) years, 4000 hour powertrain. Warranty, parts and service availability will be a factor in awarding of bid.**
- 12. The contractor shall certify that the product offered meets the salient characteristics of this description and that the product conforms to his own specifications, drawings, standards and quality assurance practices and is the same product offered for sale in the commercial marketplace.**

**:**



# REQUISITION & PROPOSAL

ALABAMA STATE PORT AUTHORITY  
**CENTRAL GARAGE** DEPARTMENT

DATE: 03/20/2018  
ORIGINATING DEPT NO.

TO: Prospective Bidders  
Please procure the following and **DELIVER TO:**

ALABAMA STATE PORT AUTHORITY  
Central Garage, 1301 ASD Boulevard  
MOBILE, AL 36602

## NAMES OF ARTICLES, SPECIFICATIONS AND PURPOSE

### **INDEMNIFICATION**

Contractor shall assume all liability for and shall indemnify and save harmless the State of Alabama and the Alabama State Port Authority, doing business as Alabama State Docks (ASD), 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 contractor 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**

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 ASD, nor shall the Contractor allow any sub contractor to commence work until all similar applicable insurance has been obtained by the subcontractor or the Operator 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 ASD. The Contractor shall furnish to ASD certificates of insurance, signed by the licensed agent, evidencing required coverage. ASD 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 ASD 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 Insured's in connection with work performed for, on behalf of, or on the property of ASD, including a waiver of all rights of subrogation.

#### **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 coverage's, in an amount not less than \$2,000,000 for any one occurrence for bodily injury, including death, and property damage liability.

#### **Business Automobile Liability**

The Contractor shall take out and maintain during the life of the contract Business Automobile Liability insurance covering any auto in an amount not less than \$1,000,000 for any one occurrence for bodily injury, including death, and property damage liability.

#### **Workers Compensation**

The Contractor shall take out and maintain during the life of the contract Workers Compensation and Employers Liability insurance providing coverage under the Alabama Workers Compensation Act in an amount not less than that required by Alabama law.

Where applicable, Contractor shall take out and maintain during the life of the contract insurance providing coverage as required by Federal statute, including but not limited to U.S. Longshoremen and Harbor workers' Compensation Act (USL&H), Jones Act, and Railroad Federal Employers Liability Act (FELA).

# REQUISITION & PROPOSAL

ALABAMA STATE PORT AUTHORITY  
**CENTRAL GARAGE** DEPARTMENT

DATE March 20, 2018  
ORIGINATING DEPT NO.

TO: Prospective Bidders

Please procure the following and **DELIVER TO:**

ALABAMA STATE PORT AUTHORITY  
Central Garage, 1301 ASD Boulevard  
MOBILE, AL 36602

## NAMES OF ARTICLES, SPECIFICATIONS AND PURPOSE

When all bids are publicly opened, **UNIT PRICES AND EXTENSIONS** shall be entered opposite each item below on which you are prepared to bid for delivery **FREE OF CHARGE TO - ALABAMA STATE PORT AUTHORITY**

No consideration will be given bids unless submitted on this form. If not prepared to submit a bid, please state over the firm signature and return so that it may be known it was brought to your attention; otherwise your name may be dropped from the list of prospective bidders.

The right is reserved to reject any an all bids deemed for the interest of the Alabama State Port Authority, to strike out any item or items in the proposals, and to waive any defect or irregularly not a violation of law or to make any modification in the several conditions herein stipulated that are deemed to be in the best interest of the Alabama State Port Authority, including the separation of items of a class in making awards. In general, awards will be made to the lowest satisfactory bidder.

No Allowance will be made for errors, either of omission or commission, on the part of the bidders. It must be assumed that bidders have fully informed themselves as to all conditions, requirements, and specifications before submitting proposals and they can not expect to be excused or relieved from the responsibility assumed by their proposals on the plea of error. In case of error in extension of prices the unit price will govern.

The Port 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 a former contract in force with the Port Authority.
- b) Contractor default under a previous Contract with the Port Authority.
- c) Proposal withdrawal or Bid Bond forfeiture on a previous project with the Port Authority.
- d) Unsatisfactory work on a previous contract with the Port Authority.

Port 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 Port Authority may request. The Port Authority reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Port Authority that such bidder is properly qualified to carry out the obligations of the Contract.

# REQUISITION & PROPOSAL

ALABAMA STATE PORT AUTHORITY  
**CENTRAL GARAGE** DEPARTMENT

DATE: 03/20/2018  
ORIGINATING DEPT NO.

TO: Prospective Bidders

Please procure the following and **DELIVER TO:**

ALABAMA STATE PORT AUTHORITY  
Central Garage, 1301 ASD Boulevard  
MOBILE, AL 36602

## INSTRUCTIONS FOR BIDDERS ALABAMA STATE PORT AUTHORITY

This instruction sheet is provided as a guide to facilitate the bid process and highlight important points for consideration by bidders. Each bidder is responsible for fully reading and complying with the instructions on the Alabama State Port Authority bid form. **This instruction sheet is to be used as a guide only.**

1. No consideration will be given to bids unless presented on the Alabama State Port Authority "Requisition & Proposal" Form with suitable attachments as deemed necessary by the bidder. Alternate bid proposals may be rendered, with proper support.
2. If your company is not prepared to submit a bid, so state and sign to avoid being deleted from the prospective bidder's list.
3. The Alabama State Port Authority reserves the right to reject any and all bids if deemed in the Alabama State Port Authorities' interest.
4. No allowance will be made for error, either omission or commission.
5. Unit price governs in errors relating to extension of prices.
6. **Bids will not be accepted via FAX. All bids must be sealed and sent via mail or hand delivered to the Central Garage before the specified date and time.**
7. The Alabama State Port Authority accepts no responsibility for facilitating the receipt of bids.
8. Bids over \$7,500 must be notarized.
9. Bids received after specified opening time will be returned to the bidder unopened. Bidders are requested to show a return address on the bid envelope.
10. Proposals must be filled out completely, including the name, address, telephone number, fax number (if possible) and signature of responsible person.
11. **Questions may be directed to** the Alabama State Port Authority Central Garage, Gordon Sawyer, **at (251) 441-7263.**
12. **All hand delivered bids** must be tendered to Alabama State Port Authority, Central Garage, 1301 ASD Blvd., Mobile AL 36602, before specified time.

13. **All regular U.S. Postal Mail** must be tendered to:

Alabama State Port Authority  
ATTN: Gordon Sawyer, Central Garage. P.O. Box 1588 Mobile, AL 36633-1588

14. **All courier / overnight deliveries** (UPS, FEDEX) must be delivered to:

Alabama State Port Authority

Central Garage: Attn: Gordon Sawyer. 1301 ASD Blvd., Mobile, AL 36602

15. Note: all overnight bids must be FIRST PRIORITY OVERNIGHT. (8:30 A.M. NEXT MORNING)

16. Notarization not required on "SALE" bids.

17. Please specify the purchase order number (when available) or FORKLIFT BID on envelope.



# State of Alabama Disclosure Statement

(Required by Act 200{-955})

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

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

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

Contract     Proposal     Request for Proposal     Invitation to Bid     Grant Proposal

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

Yes     No

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

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

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

Yes     No

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

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

OVER



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

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
-----------------------	---------	---	--

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

*By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.*

Signature \_\_\_\_\_ Date \_\_\_\_\_

Notary's Signature \_\_\_\_\_ Date \_\_\_\_\_ Date Notary Expires \_\_\_\_\_

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

**THIS PAGE MUST BE NOTARIZED**

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